

The complaint

Mr A has complained about British Gas Insurance Limited's (British Gas) decision to decline a claim he made under his joint homecare insurance policy with Mrs K. Mr A says an outside vent from his boiler was accidentally damaged by the soil vent pipe.

What happened

In March 2020 Mr A's boiler was due to be serviced by British Gas. In February, Mr A noticed the outside vent on the roof was slightly open. British Gas said an engineer would look at this while carrying out a routine service of the boiler.

An engineer attended and instructed a second engineer from a plumbing service to attend later the same day. Both reported to British Gas that two internal vent pipes had popped up through the roof – and that a vent that sits on the roof tiles was damaged by weather. No leaks were identified from the boiler and the boiler was found to be in full working order.

Mr A complained to British Gas as he said the damage to the vent was covered under the policy. He said the first engineer advised him that the soil vent pipe had pushed out – and pushed the vent which led to the accidental damage. He said the first engineer had checked and advised him the claim was covered under the policy during his visit.

British Gas said from the information it received from both engineers, the vent damage was caused by poor weather conditions and therefore wasn't covered. British Gas said that the first engineer who visited the property may have given his advice at the time. But the opinion of the second engineer found that the claim wasn't covered.

In April 2020 British Gas said that it could re-arrange a further inspection once restrictions – due to Covid 19 – had been lifted.

Our investigator thought that British Gas had acted reasonably. As there was a dispute about the cause of damage, he thought British Gas' offer to revisit Mr A and Mrs K's home was fair. And he thought it reasonable for Mr A to obtain his own independent report if he disagreed with British Gas' decision.

Mr A didn't agree. He said the weather had nothing to do with the vent opening. He believes his claim is covered under the policy. So he'd like an ombudsman to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand Mr A is concerned that this service has been biased when looking at his complaint. We take an even handed approach to the information provided by both parties. We look at what the insurance policy says – and whether an insurer has acted reasonably and in line with the policy.

Mr A's policy with British Gas says:

"Any damage that's covered by other kinds of insurance

Your product doesn't include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance – unless your product specifically includes it."

The policy provides cover for repairing leaks to external soil and vent pipes. However, notes provided by British Gas show that both engineers reported that the vent damage was caused by poor weather, and that there was no evidence of a leak.

I appreciate that Mr A says the first engineer gave him the impression his claim was covered. And I realise Mr A is disappointed with British Gas' decision. But based on the information British Gas received from the engineers, I think its decision to reject Mr A's claim was reasonable. And I think its actions and offer to re-arrange a home visit is fair.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs K to accept or reject my decision before 2 January 2021.

Geraldine Newbold
Ombudsman