

## **The complaint**

Ms B complains that British Gas Insurance Limited won't cover her home emergency claim for repairs to her central heating at her let property

## **What happened**

Ms B had a Home Care policy with British Gas for her let property. This covered, amongst other things, the annual service and repairs to the central heating. She had an annual service carried out in January 2020. In November 2020 she decided that she no longer wanted to continue with the British Gas policy, so it was arranged that the policy would be cancelled from 27 November. It was agreed that she was owed a service so British Gas arranged for this to take place on 11 December.

Ms B's tenant asked the engineer to check the radiators as they'd been having trouble with them. The engineer found that three of the radiators weren't working and would need to be replaced. But as the policy had been cancelled British Gas advised it wouldn't be paying for the replacement radiators as the fault should have been reported while the policy was still active.

Ms B said that the radiators wouldn't have suddenly seized up in between cancelling the policy and the service. She believed that at the previous service in January 2020 the engineer didn't check the radiators as required under the policy. The tenant said furniture would have had to be moved and it wasn't. Ms B believed British Gas was at fault so it should be liable for three radiators. She had all the radiators replaced and sought to recover the cost of three radiators for the total sum of £862.80. British Gas still said it wasn't liable.

I issued a provisional decision. In it I said that I didn't think British Gas was liable for not having picked up the problem with the radiators at an earlier annual service. But I said that the radiators most likely became faulty during the time they were on cover, so British Gas should pay Ms B's cost for replacing three radiators.

British Gas accepted my findings.

Ms B also accepted my findings, though pointed out that she would have expected British Gas to pick up the problem with the radiator bleed valves without the tenant having to draw it to its engineer's attention.

## **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 made the following provisional findings:

*“There are essentially two parts to the policy that are relevant to Ms B's claim 1) the annual service and 2) the cover for central heating repairs.*

## *annual service*

*If British Gas failed to carry this out properly as a result of which a fault went undetected or went on to cause further damage then it is potentially liable. Ms B says that at the annual service in January 2020 the engineer failed to check the radiators. Her tenant told her that the radiators wouldn't have been checked as they would have had to move furniture. It was only when they mentioned that the radiators weren't working at the December 2020 service that they were checked. Ms B has provided a copy of the checklists for the January 2019 and 2020 services which say the radiators were checked. She believes they weren't.*

*Given that the service report is only a checklist with ticked boxes (unless faults are identified) it's not possible to say in any detail what happened during the services. But I don't think the tenant's recollection is reliable. If as asserted by Ms B there were problems with the radiators before the January 2020 service I would have expected the tenant to draw the engineer's attention to them. As they did at the December service. At that time of year the radiators are likely to have been on.*

*The other point is what sort of check the engineer would have been expected to make. British Gas says this is a visual check, essentially to see if the radiators are working and not leaking. I think that's a reasonable thing to do. Whilst Ms B's brother in law mentions checking the bleed valve, if the radiator was on and not leaking I can't see that this would have formed part of the service. And, as I've said, the tenant didn't report any problems with the radiators until the December 2020 service.*

*As regards the December 2020 service whether or not British Gas should have carried this out is, in my view, irrelevant. I think it was carried out as part of the policy. Although that doesn't mean that Ms B would have been automatically covered for issues found during the service.*

*I don't think British Gas was at fault for the problems with the radiators not being discovered earlier.*

## *central heating cover*

*The policy covered Ms B for her central heating as follows:*

*"All repairs to the heat and hot water system on your property, for example:*

- expansion tank, radiators, bypass and radiator valves;*

*...*

*A replacement of parts of your central heating if we can't repair them."*

*I think it's clear that the central heating system needed repair – the engineer's note following the service said that three radiators weren't working and would need to be replaced. The reason for British Gas not covering this repair is that the policy had been cancelled. More specifically it said:*

*"if the faults were not reported during the time period you held the policy with us then we would not repair or replace the radiators through said policy."*

*I've read through the policy and I can't find any requirement that the claim must be reported to British Gas while the policy was active. I think the normal principle of insurance must apply here. That is, if the claim arose during the term of the policy then the insurer would be liable to cover it. We don't know for certain when the claim arose but I think it most likely that the radiators ceased to work before the policy was cancelled rather than during the 14 days between the cancellation and the service. The policy itself had been active since at least February 2015, so it's most likely that the claim arose sometime between then and*

November 2020.

*This means that in my view British Gas should cover the repairs by paying for the replacement of the three radiators. I note Ms B has had all the radiators replaced, but has shown us a quote for replacement of three radiators. I think it reasonable that British Gas should pay the figure set out in that quote, that is £862.80, less the £50 excess under the policy, a net figure of £812.80, together with interest."*

I note what Ms B says about the bleed valves. However I accept that the service consisted of a visual inspection, and I haven't seen sufficient evidence about the inspection of the radiators at previous services.

As both parties accepted my provisional findings, I have no further comments to make. Those findings are now final and form part of this final decision.

### **Putting things right**

I require British Gas to pay to Ms B £812.80 in settlement of her claim. It should add simple interest at 8% per year from the date Ms B paid the invoice which includes that cost until it reimburses her.

British Gas Insurance Limited is required by HM Revenue and Customs to deduct tax from any interest paid. Should Ms B request it, it should provide her with a certificate showing how much tax has been taken off so that, if appropriate, she can reclaim it.

### **My final decision**

I uphold the complaint and require British Gas Insurance Limited provide the remedy set out under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 31 December 2021.

Ray Lawley  
**Ombudsman**