

The complaint

Mr P complains that British Gas Services Limited mis-sold him his home emergency insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them in detail again here, but I've summarised events below.

- In July 2021 Mr P had the annual service on his boiler. He was told by British Gas that the flue on the boiler didn't meet the requirements to be covered under its policy.
- Mr P says the boiler was inspected in 2015 when he first took out cover with British Gas but he wasn't told about any issues with the flue.
- Mr P has said the boiler has been serviced every year and he's not had any issues before.
- Mr P also said that the term related to flues over one metre in length, but he felt his flue was less than one metre internally so didn't accept how British Gas could apply the term.
- But because British Gas said the flue is excluded Mr P feels he was mis-sold the policy when he initially took it out. He says he's been paying for a service that doesn't meet his requirements.
- British Gas looked into his complaint but didn't agree as it felt the policy terms and conditions were clearly set out. And because the flue in total was over one metre this wasn't covered by the policy.
- Mr P brought the complaint to this service – he maintained the policy had been mis-sold as it didn't provide the cover he was expecting. Mr P said he hadn't been informed of the issues with the flue during the initial inspection and if he had been, he would have opted for a policy that met his needs.
- Our investigator considered the complaint. She felt the policy terms were clear and didn't think the policy was mis-sold. She also didn't think that British Gas were unreasonable in refusing to cover the flue as it didn't meet the length requirements set out in the policy terms.
- Mr P didn't agree and so the complaint has been passed to me for a final decision.

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.

Having done so, I have come to the same conclusions as the investigator for largely the same reasons. I'll explain why.

Mr P took out the policy in 2015, and it was renewed every year. Looking at the policy terms neither the initial terms nor the terms provided at each following renewal said that a boiler flue over one metre would be covered.

Mr P has told us that he thinks the policy was mis-sold to him, and had he been told the flue wouldn't be covered he would have taken a policy more suitable for him. British Gas have said Mr P purchased the policy online in 2015 and have provided documents in support. So the sale of the policy wasn't an advised one.

As this wasn't an advised or recommended sale British Gas didn't need to check if the policy was suitable for Mr P. It needed to provide Mr P with enough information so he could make an informed decision of whether the policy was suitable for him. Having looked at the policy documents the terms are clear and set out what is and isn't covered by the policy. The terms and conditions were provided with the initial sale and each renewal, so it was for Mr P to decide if the policy met his needs. For these reasons, I don't think the policy was mis-sold.

Mr P said he should have been advised about the suitability of the policy at the initial visit, but I don't agree. I say this because the initial visit was for British Gas to see if his boiler and flue were fitted to gas safe standards and legislation and not to go through or advise on the cover he'd taken out.

I understand Mr P's strength of feeling about this, and I'm sure he was extremely frustrated when realising his flue wasn't covered. But I think it was fair for British Gas not to provide cover for something that was specifically excluded under the terms and conditions of the policy. And because I don't think the British Gas mis-sold the policy I don't think it has to refund any of Mr P's premiums.

I've also thought about what Mr P has said about the flue being under one metre. He says the part of the flue inside the room is less than one metre and as the policy refers to a "room sealed" flue needing to be larger than one metre he feels it should be covered. I must explain here that the term "room sealed" is in reference to the type of flue and is not referring to the length of the flue inside his room. So when taking this into account British Gas needs to consider the full length of the "room sealed" flue not just the part that is visible inside the room. So I don't think British Gas have acted unreasonably here either.

I realise Mr P will be disappointed with my decision, but because I don't think British Gas mis-sold him the policy I won't be asking it to do anything further.

My final decision

For the reasons mentioned above, I don't uphold Mr P's complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 March 2022.

Jag Dhuphar
Ombudsman