

The complaint

Mr P complains about his home emergency insurance policy with British Gas.

Any reference to British Gas includes the actions of any agents – such as engineers, acting on their behalf.

What happened

The background to this complaint is well known to both Mr P and British Gas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr P had a home emergency insurance policy with British Gas. As well as having a contract of insurance with British Gas, Mr P was entitled to an annual boiler service. Mr P says as result of the most recent boiler service, his underfloor heating stopped working. British Gas arranged a number of further visits but ultimately said that underfloor heating wasn't covered under the policy.

Mr P complained to British Gas. In their final response letter they again said that underfloor heating wasn't covered and that their engineers wouldn't have interfered with any controls related to the underfloor heating system. Mr P remained unhappy and referred his complaint to our Service for an independent review.

Our Investigator considered the complaint but she recommended that it not be upheld. Mr P didn't accept her findings and the complaint has been referred 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. Where there's an alternative version of events between both parties, I've to reach my decision based on what I think is more likely than not – based on the available evidence.

Was the loss or damage Mr P is claiming for caused by the actions of British Gas' agents?

British Gas have said to service the boiler, their engineer needed to isolate the boiler – by turning off the power supply to it. They've further said they'd no business in interfering with any controls related to the underfloor heating. Mr P on the other hand, says since the power to the boiler was turned off, his underfloor heating stopped working.

Based on the evidence, I'm not persuaded that British Gas are responsible for the associated issues with the underfloor heating. I say this because (even though Mr P has said that previous power cuts didn't result in the problems described here) if turning off the power to the boiler resulted in the fault that Mr P has described, it's reasonable to assume that *any*

future incident of the power being turned off to the boiler could have possibly resulted in the same end result here. Whilst not an expert in heating systems, this suggests to me that either:

- there may have been an underlying issue (prior to the service) that the power cut ultimately showed; or
- the system not working is due to another cause such as trapped air, blockages, problems with pipes or a leak; or
- the underfloor heating failure was purely coincidental timing and unrelated to the power to the boiler being turned off.

I've not seen sufficiently supporting persuasive evidence to conclude, on balance, that British Gas are responsible for the problems with the underfloor heating. I don't uphold this complaint for this reason.

Is the damage or loss Mr P is claiming for covered under this policy?

I've then considered whether any part of the policy should respond to the issues with the underfloor heating.

Underfloor heating isn't covered under this policy. The relevant exclusion is outlined under the 'What's not covered' section:

- "Any controls designed specifically for underfloor heating
- Any parts that are designed specifically for underfloor heating"

Therefore I don't find that British Gas did anything wrong when relying on this exclusion and I don't uphold this complaint for this reason.

How have British Gas treated Mr P overall?

Finally, I've considered how British Gas have treated Mr P overall. The evidence shows that when made aware of the underfloor heating issue they listened and efficiently arranged a number of further visits to his property to understand what the problem was. I consider this fair, reasonable and – as outlined above, the insurance policy didn't need to respond to the underfloor heating failure as it wasn't covered.

I don't uphold this complaint for this reason.

Whilst my decision may disappoint Mr P, it brings to an end our Service's involvement in trying to informally resolve this dispute between Mr P and British Gas. Whilst our Service can't advise Mr P of what to do next, he may be able to speak to the installer/fitter or the manufacturer of the underfloor heating system about his next steps.

My final decision

I don't uphold this complaint for the reasons explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 January 2023.

Daniel O'Shea
Ombudsman