

The complaint

Mr M complains British Gas Insurance Limited have unfairly declined his Home Emergency Insurance claim.

All references to British Gas also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- Mr M said when he took the policy out in 2007, he was told all further blockages will be dealt with free of charge. I've reviewed the document he's provided, but this is a quotation and doesn't include details of the cover or a guarantee of all further blockages being provided free of charge.
- British Gas provided a copy of its job reports, back to October 2015. I note Mr M's comments the policy was taken out before this, but British Gas have confirmed it doesn't have records going back further than this. A business is not required to keep records for older than six years, so it hasn't acted unreasonably here.
- From reviewing the job reports, I can see British Gas has tried to flush the system previously.
- Around October 2018 it shows a power flush was ineffective and it also details the type of pipework. So, I think it's more likely than not, based on the information available to me, and in the absence of anything to contradict it, a conversation about the reasons the power flush failed, and the pipework, took place during October 2018.
- British Gas said it refunded Mr M a payment for the 2018 power flush, but Mr M disagrees. Mr M should review his bank account and if he feels this money was never refunded, he should provide sufficient evidence, such as statements for the relevant account, to British Gas to consider.
- British Gas said the issues experienced are due to a build-up of sludge in the pipework. Which I can see isn't covered under the policy. It says the build-up of sludge has been caused due to the type of pipework in place in the property- and I can also see the policy doesn't cover pre-existing or design faults. As the pipework was in place prior the policy starting, I'm satisfied it would be classed as pre-existing.
- I appreciate Mr M is frustrated this wasn't discussed with him during servicing or when British Gas had attended to do previous repairs. But a build-up of sludge is by nature gradual. And from reviewing everything available I've not seen any evidence to persuade me this would have presented itself, or should have been highlighted,

during an annual service or previous repairs.

So, for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 May 2023.

Michael Baronti
Ombudsman