

## **The complaint**

Mr C has complained British Gas Insurance Limited unfairly declined a claim against his HomeCare insurance policy.

## **What happened**

The background to the complaint is well known to both Mr C and British Gas so I won't repeat it here. In this decision I'll summarise the complaint and focus on giving the reasons for reaching the outcome I have.

Mr C suffers with his health. He contacted British Gas in 2023 after noticing a leak in the kitchen ceiling. British Gas attended the following day but declined to carry out repairs as the leak was said to have been coming from the spa bath which isn't covered. Mr C wasn't happy with this and complained. He says British Gas have carried out previous repairs on the spa bath, and the policy information he received at renewal made no mention of spa baths not being covered.

British Gas responded to say the renewal information highlighted the key policy facts. But included in this information was the policy terms, which set out on page 12 spa baths aren't covered. They did, however, offer to reattend, gain access and make repairs if the leak wasn't coming from the spa bath. And if it was, while they wouldn't repair it, they would leave access open for Mr C to arrange for his own engineer to undertake repairs. Mr C declined this and asked our Service for an impartial review on British Gas' handling of matters.

The investigator didn't recommend the complaint be upheld. He was satisfied the policy didn't provide cover for spa baths, and thought British Gas acted reasonably when offering to reattend. Mr C didn't agree, so the case was passed to me 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.

Many points have been made in relation to this matter – I haven't addressed each one individually. In this decision I've focused on what I consider to be the pertinent points. That isn't meant as a discourtesy, it simply reflects the informal nature of our Service. I also acknowledge Mr C's request for a phone call ahead of my decision, but I don't think that's appropriate here because I consider there to be enough information available to reach a fair and reasonable decision on the matter, which I've set out below.

My starting point here is the policy terms which set out under the plumbing section that spa baths aren't covered. I'm satisfied British Gas attended Mr C's property within a reasonable timeframe of him reporting the problem, and the engineer considered the leak to be coming from the spa bath. British Gas relied on their engineers' findings to decline the claim and it's my opinion this was reasonable.

I acknowledge Mr C says the policy renewal information received didn't make mention of spa

baths not being covered. I agree the document he's referred to – the important product information document – does not state this. That's because this document only sets out some key facts about the product and won't include everything. Within the renewal information, however, it also included a copy of the policy terms and conditions which sets out what's covered and what's not, amongst other things, within the contract of insurance. So, I'm not persuaded British Gas failed to make this policy exclusion clear.

British Gas offered to reattend to make access underneath the spa bath and leave access open for Mr C to employ his own engineer to attend and make repairs. I find this was reasonable. I could see an argument that British Gas ought to have done more during the 2023 engineer visit to confirm the source of the leak was the spa bath. But that being said, as mentioned above, I find it was reasonable for British Gas to rely on the expert opinion of their engineer – who attended Mr C's property – to conclude the policy didn't cover the problem Mr C reported, which the engineer considered arose from the spa bath. And currently, there's a lack of evidence to support British Gas' engineer was incorrect in their 2023 diagnosis.

British Gas have said the option for them to reattend remains open to Mr C. As such, Mr C should contact British Gas if he wishes for this to happen. I, however, won't be requiring British Gas to take any further action. I say this because I'm not persuaded based on the information available, they've made an error here or should refund any premiums paid.

I accept this won't be the outcome Mr C was hoping for, but this decision ends our Service's involvement in attempting to informally resolve his dispute with British Gas.

### **My final decision**

For the reasons I've mentioned above, my final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 September 2023.

Liam Hickey  
**Ombudsman**