

## **The complaint**

Mr E complains about British Gas Insurance Limited's ("British Gas") decision to decline his claim under his home emergency policy.

## **What happened**

Mr E made a claim after the extractor fan in the bathroom of his property stopped working. British Gas declined the claim on the basis it wasn't covered and explained they'd informed Mr E about this during previous visits. Mr E complained and said his policy terms and conditions cover him for repairs to his extractor fan and it was previously replaced by British Gas when he made a claim in 2012 – he said this demonstrates it's covered.

British Gas responded and explained the extractor fan is located on the first floor and is fitted into the glass windowpane in the bathroom. They said, when their engineer attended, they confirmed the extractor fan wasn't covered. They said, because they wouldn't be able to fix ladders to the wall and also because it was in a glass windowpane – it would amount to a breach of their health and safety policy to attempt any repairs. They said the extractor fan wasn't therefore covered and referred to previous visits where this was explained to Mr E. They acknowledged they'd previously arranged repairs in 2012 but explained, while it still wasn't covered, the installation was carried out by a sub-contractor, and this was done outside of the policy.

Our investigator looked into things for Mr E. She thought British Gas hadn't acted unfairly in declining the claim. Mr E disagreed so the matter has come to me for a 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've decided not to uphold the complaint. I understand Mr E will be disappointed by this but I'll explain why I have made this decision.

I'll start by saying, I'm sorry to hear about the impact this event is having on Mr E. My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The key dispute here relates to British Gas' decision to decline Mr E's claim for his extractor fan. Mr E says there's no reference to this being an exclusion under his policy and they've carried out work to replace it previously so it should be covered under his policy. So, I've looked to see whether British Gas' decision is fair and reasonable.

My starting point is Mr E's home emergency policy booklet which sets out the terms and conditions. This shows Mr E has 'home electrical cover' and this provides cover for "*extractor fans up to 15cm in diameter*". Mr E says his extractor fan meets this condition so it should be covered. British Gas say, when an engineer attended Mr E's property in September 2023, they explained the fan wasn't covered as they wouldn't be able to fix a ladder to the wall – which was a breach of their health and safety policy. British Gas say the extractor fan is

located very high up and, given that it's also in a glass window, they say it poses a risk that the glass could break even if their engineers could access it.

British Gas have provided a copy of visit reports which show that there was a previous attendance by an engineer in July 2015 who explained the fan wasn't covered under the policy, and again in December 2019 where the engineer confirmed it wasn't covered. The notes for the September 2023 visit show the engineer explained the fan isn't covered as it's fitted in a window and is located on the first floor. I acknowledge Mr E's points about the terms and conditions and how his extractor fan meets the electrical and diameter requirements – and I also agree the terms and conditions don't specifically set out any exclusion covering the location of Mr E's extractor fan. But I don't think it's reasonable to expect terms and conditions to cover every possible scenario. In this case, while I acknowledge why Mr E questions British Gas' reasons for declining his claim given what's set out in the terms and conditions, I can see British Gas have explained to Mr E on a number of occasions that his extractor fan isn't covered – so I can't say there was any ambiguity around this. And Mr E was then able to make an informed decision on whether he wished to continue taking out the policy with British Gas in the knowledge that the extractor fan wasn't covered.

I can see Mr E refers to a claim in 2012 where British Gas did replace his extractor fan, and he says this demonstrates there is cover for this under his policy. British Gas confirm they did look into this in 2012 and noted at the time the policy didn't cover this. They say they then considered whether any repairs could be done outside the policy and arranged a sub-contractor to install an extractor fan as a one-off. British Gas say they explained at the time that the extractor fan wouldn't be covered going forward. This is consistent with the visit reports provided by British Gas which note the engineers confirmed during later visits that the extractor fan wasn't covered. This also appears consistent with Mr E's account of events as he says in 2012 British Gas complained a single engineer couldn't safely fit an extractor fan on the first floor and that it wasn't covered because it was in a glass window. Mr E says they then had to instruct a sub-contractor who installed the extractor fan. So, given the circumstances under which British Gas decided to deal with Mr E's claim in 2012, I don't think this created either an obligation or expectation that they'd continue dealing with any further claims relating to the extractor fan.

Mr E says insurers can't make exclusions verbally because they don't like covering certain incidents. He says the wording specifically excludes certain extractor fans – but not his own. Mr E says, given the wording in the terms and conditions, had he been a new customer how would he know that his extractor fan isn't covered. I do acknowledge Mr E's points, but the information shows British Gas have previously explained the position to Mr E about the extractor fan. While I acknowledge a new customer, who has an extractor fan located in similar circumstances to Mr E, might not be aware about British Gas' position until such time that a claim is made, that's not the position Mr E is in as it was made clear to him prior to his recent claim that the extractor fan isn't covered. I think it's important to add, British Gas aren't saying cover isn't provided because the extractor fan doesn't meet the electrical or diameter requirements of the policy, but rather it's the location of it which is against their health and safety policy.

I can see Mr E says he has been paying for a policy in circumstances where British Gas aren't prepared to repair his extractor fan – and which he says is covered under the terms and conditions. He also says British Gas haven't offered a discount to the premium as a result of refusing to provide cover. I do acknowledge Mr E's points but British Gas' refusal to provide cover in this case is limited to the extractor fan. I've looked at the policy as a whole and it provides cover against a range of perils. And the visit reports show a number of

repairs and services carried out by British Gas over the years, so I can't say Mr E has been paying for a policy which has provided no value or benefit.

I do acknowledge Mr E's frustration here as well as his reasons for why he believes the extractor fan should be covered. But British Gas have explained that providing cover for this would place their engineers in dangerous working conditions - and this would amount to a breach of their health and safety policy. They've demonstrated this has been explained to Mr E on previous occasions, and this is consistent with Mr E's testimony as he confirms British Gas have continued to verbally refuse to provide cover when he has called them about his extractor fan. So, I can't say this exclusion wasn't made clear to Mr E.

I wish to reassure Mr E I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 21 February 2024.

Paviter Dhaddy  
**Ombudsman**