

The complaint

Mr W complains that British Gas Insurance Limited (BG) broke his radiator when carrying out repairs.

What happened

Mr W had a Homecare policy underwritten by BG which provided cover for central heating, plumbing and drains, and home electrics. He said BG made matters worse when it tried to clear the blocked pipes and restore full function to a radiator.

The details of Mr W's complaint are well-known to both parties, so I won't repeat them here. Instead, I'll focus on giving the 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've decided not to uphold Mr W's complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. My role is to look at Mr W's complaint and decide, based on the available evidence, whether BG handled his claim fairly in the circumstances.

After he reported that it wasn't working properly, Mr W said BG tried to clear the blockage from his radiator and the pipe. But he said BG made matters worse and, after its engineer left, the radiator stopped working altogether.

The homecare policy sets out the details of the contract between Mr W and BG, so I've started there to determine what BG should've covered.

BG will cover repairs to the central heating system, but the policy specifically excludes the following:

- Removing sludge or scale or repairing the damage it causes if we've already told you about it
- System improvements or upgrades

I've looked at BG's work records alongside the engineer checklists that Mr W sent for my consideration. Both pieces of evidence reflect the fact that BG told Mr W about the sludge in his heating system more than two years before the radiator stopped working. The evidence also shows that BG told Mr W his system needed flushing and the pipes needed replacing.

As shown in the policy wording, neither the pipe upgrade nor the damage caused by sludge is covered, so I wouldn't expect BG to complete the work.

Although Mr W didn't see why BG needed to provide information dating back to 2019, it does

show the work history. From that history, it's evident that he'd been experiencing problems with sludge in his heating system for some time, and BG had tried on a number of occasions to clear it. Given that there was already a problem with the radiator, I think it's more likely than not that the existing sludge was the main reason a blockage formed and stopped it working altogether. Therefore, I can't say BG caused the damage and I see no reason to ask it to cover the repairs.

I've noted Mr W's comments about the dates on the work checklists and that BG reported his boiler was working properly at the last service appointment. However, when BG performs an annual service it is checking for safety. Passing the boiler as safe doesn't mean it's running efficiently, or that there's no sludge in the system.

BG sent Mr W a cheque for £140 in recognition of service shortfalls relating to appointments, some dating back to 2019. Having considered the evidence, I think BG's payment was fair and reasonable. I understand, though, that BG may need to reissue the cheque if it remains uncashed and has expired.

In summary, the evidence persuades me that existing sludge in Mr W's heating system caused his radiator to stop working. BG made him aware of the sludge and the need to flush the system more than two years earlier, so I can't say that BG caused the damage or unfairly refused to cover the repair.

My final decision

For the reasons given, my final decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 March 2024.

Debra Vaughan
Ombudsman