

## **The complaint**

Mr B complains that British Gas Insurance Limited (British Gas) declined to carry out works under his central heating breakdown insurance policy.

## **What happened**

Mr B has an insurance policy with British Gas which provides cover for, amongst other things, central heating system breakdowns.

In April 2022 Mr B's boiler developed issues and British Gas were contacted for assistance. British Gas investigated the issues, and repairs including replacement of the plate heat exchanger were completed. In 2024, Mr B's boiler stopped working effectively so British Gas were contacted again for assistance.

Ultimately British Gas declined to carry out further repair works under Mr B's policy cover. Instead, they said the replacement of parts required, including a replacement plate heat exchanger, would be chargeable.

When declining the claim, British Gas relied on an exclusion in the policy that said there wouldn't be cover for damage to parts where they'd previously advised to have repairs or improvements carried out, which then hadn't been done. British Gas said installing a magnetic filter to stop the issue reoccurring was discussed in 2022, but Mr B hadn't done this, and this had led to a new plate heat exchanger now being required.

Mr B complained to British Gas that he wasn't advised about the magnetic filter during the April 2022 visit, or when he renewed the policy that cover would be restricted on this basis. But British Gas maintained that their records indicated he was given advice during the visit in 2022, so their claim decision remained the same.

As Mr B remained unhappy with British Gas' position, he approached the Financial Ombudsman Service.

One of our investigators looked into things, but she didn't uphold the complaint. She said the notes from the engineer in April 2022 indicated that Mr B was given advice about installing a magnetic filter. The investigator also said that this concurred with the job sheets that Mr B had provided from the visits in 2022. So, she said, on balance, that she thought it most likely Mr B had been advised about this. Consequently, she said that British Gas hadn't acted unfairly by relying on the exclusion they had to decline the claim.

Mr B didn't agree and asked for a final decision from an ombudsman.

## **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, whilst I appreciate it'll come as a disappointment to Mr B, I've reached the same outcome as our investigator.

Mr B's policy provides cover in the event of a central heating system breakdown. Following issues with Mr B's boiler in 2024, British Gas visited and identified there was an issue with the plate heat exchanger which had become blocked. This was concluded to be the result of poor water quality and a build-up of sludge, scale and debris in the system.

To carry out a repair to get the boiler running effectively again a new plate heat exchanger was required. And in order to reduce the chances of it happening again in a short period, a magnetic filter was also suggested. British Gas provided quotes for both the plate heat exchanger replacement and magnetic filter installation.

In principle, replacing the plate heat exchanger might have been covered under the policy terms, and therefore replaced without charge. This is what happened in 2022 when it was replaced previously. However, in 2024 British Gas relied on the following exclusion to decline Mr B's claim under the policy:

*"What's not covered*

*Damage caused by limescale, sludge or other debris – if we've told you before that you need to carry out repairs, improvements or a British Gas Powerflush, or a similar process, but you haven't done so"*

British Gas says that Mr B was advised in the 2022 visits to have a magnetic filter installed to reduce the risk of the issue reoccurring, but he declined to do so at the time, and didn't then have this later carried out. And British Gas says this has then led to the issue in 2024, and the plate heat exchanger requiring replacement again, so they say the exclusion applies.

Mr B says he's happy to pay for the magnetic filter in order to reduce the chances of it happening again in a short period. But he wants British Gas to cover the cost of the replacement plate heat exchanger under his policy, as he says he wasn't told in 2022 about installing a magnetic filter to reduce the risk. Therefore, he says it isn't fair for British Gas to now rely on the exclusion to decline the plate heat exchanger replacement under his policy.

So, British Gas says Mr B was told in 2022, whereas Mr B disputes this. Therefore, there is conflicting views about what happened and what was discussed during the visits. In situations like this, where there is incomplete or conflicting information, I'll reach my decision on the balance of probabilities. That is, what do I consider to be most likely, in light of the available evidence.

British Gas has provided internal notes recorded by the engineer following their visit in 2022. These say:

*"CODE6 Replaced slow hw pump & blocked plate, recharged vessel & Tested, now all ok, adv cod & mag"*

British Gas has clarified that CODE6 is an internal code used by their engineers to denote a conversation had on site where advice was given. And this specific code (CODE6), their engineers use in circumstances “*when the customer has not accepted a heating upgrade quotation*”. British Gas also explained the engineers have a limited number of characters they are able to input into the system, and therefore abbreviations are used. They’ve explained “*cod*” is reference to a carbon monoxide detector and “*mag*” means magnetic filter.

Based on these notes, this would support that the engineer advised and discussed magnetic filter installation at the time. I haven’t been provided with anything that leads me to conclude the engineer input incorrect or untrue notes.

Mr B disputes this was discussed. He has provided job sheets from 2022 left by the engineer. He says these don’t specifically outline advice being given about magnetic filter installation. I accept that. However, what they do say is that advice was given in relation to *functional parts* and separately, *carbon monoxide alarm*. Given there is reference in the engineer notes from 2022 that advice was given about *cod* and then separately *mag*, I think the engineer sheets Mr B has provided, on balance, support its most likely that the engineer did discuss and provide advice about the magnetic filter (referred to on the job sheets as *functional parts*) at the time.

With this in mind, whilst I can’t know for certain exactly what was discussed, having considered all the available information provided, I think, on balance, the evidence supports that the magnetic filter was most likely to have been discussed in 2022. On this basis, and as the breakdown in 2024 was due to a build-up of sludge and debris, I don’t think British Gas has acted unfairly by applying the exclusion and declining the claim under Mr B’s policy.

Mr B is also unhappy this exclusion and limit to policy cover wasn’t outlined specifically at renewal. However, I’m persuaded that on balance he was given advice about the installation of a magnetic filter in 2022 for the reasons explained. And the full policy terms outline all the exclusions applicable, including where advice hasn’t been followed and this leads to a breakdown or damage. So, I don’t think British Gas have misled Mr B or acted unfairly.

### **My final decision**

It’s my final decision that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 19 July 2024.

Callum Milne  
**Ombudsman**