

The complaint

Mr and Mrs M have complained about the way British Gas Insurance Limited (BGI) dealt with a claim under their HomeCare insurance policy.

References to BGI in this decision include its agents.

What happened

In mid-November 2023 Mr and Mrs M took out a home emergency policy with BGI. The policy covered all repairs to their central heating system including radiators and replacement parts if BGI couldn't repair them. It also covered a first visit but didn't include the cost of flushing sludge out of the system (a power flush).

The first visit was carried out shortly afterwards. It appeared that two radiators weren't working as efficiently as the others. The engineer said he couldn't complete the service because the central heating system needed a power flush costing £840. Mr and Mrs M agreed to that. They say that they were told by BGI's engineer that the radiators would be replaced free of charge if the power flush didn't work.

Mr and Mrs M say that when the power flush was carried out, the water that came out was clear. They thought this indicated that the power flush hadn't been necessary. BGI said according to its engineer the power flush seemed to have cleared a blockage, improving the flow to the radiators. Their engineer suggested replacing the pipework to the radiators which would be classed as an upgrade and not covered by their policy.

In early December Mr and Mrs M contacted BGI to request two new radiators as they still weren't working properly. BGI said that wouldn't be covered by their policy as the radiators weren't leaking. It said they could either pay for the power flush or new radiators. The new radiators cost less than the power flush.

Mr and Mrs M didn't think they should have to pay for either the power flush or the new radiators. They complained to BGI. It said it would only charge for the two new radiators. It thought the existing radiators had had a pre-existing fault.

Mr and Mrs M brought their complaint to this service. Our Investigator didn't think BGI needed to do any more. As Mr and Mrs M didn't agree, the matter has been referred to me.

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.

As BGI has agreed not to charge for the power flush, I don't need to consider that further.

What I do need to decide is whether BGI treated Mr and Mrs M fairly in requiring it to pay for the two new radiators.

The policy doesn't cover faults that were already there when they first took out the policy. I can see that the policy clearly sets out this exclusion. For BGI to be able to rely on it, I need to be persuaded that there was probably a pre-existing fault with the radiators.

After the policy was taken out on 17 November, the first service was arranged for 24 November. Mr and Mrs M requested that during the same visit the engineer should investigate a problem with the radiators as they weren't heating up properly. I can see that on the job history these are listed separately as "First visit" and "Gas repair". I think it was reasonable for BGI to infer from the timing that it's more likely than not the fault with the radiators had started before the policy had been taken out. It follows that I don't think BGI treated Mr and Mrs M unfairly in refusing to replace the radiators free of charge.

After the power flush had been carried out, the engineer reported that the heat to the radiators in question "*seems to be a lot better*". I can understand Mr and Mrs M choosing to replace the radiators as they were still not giving out as much heat as they should. Unfortunately for them, I haven't seen any evidence that they were told the cost of replacing the radiators wouldn't be covered by their policy. On the contrary, they accepted a quote for the cost of the new radiators. So I don't think they were misled by BGI.

Although I understand this isn't the outcome Mr and Mrs M would have liked, I won't be asking BGI to do anything more to resolve this complaint.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 30 December 2024.

Elizabeth Grant
Ombudsman