

complaint

Mr M complains that British Gas Insurance Limited mishandled his claim under his home emergency insurance policy.

background

In 2010 Mr M had a back boiler system fitted by British Gas. This system was connected to an electric heater.

Mr M took out a HomeCare 400 policy with British Gas to cover his central heating, plumbing and drains and home electrical fixtures and fittings.

In February 2015 Mr M reported a problem with his electrical fire to British Gas. A gas engineer attended his home as it had been recorded as a problem with the boiler. He identified that it was a problem with the fire only. The central heating and hot water were working. The engineer told Mr M that an electrical engineer would be able to repair the fire and that it was covered by the policy.

An electrical engineer later attended Mr M's home. He advised that the fire wasn't covered by the Homecare policy. Mr M complained to British Gas. And a number of phone calls and emails followed.

British Gas accepted that there were delays in dealing with Mr M's complaint. It offered a goodwill payment of £80 together with the free fitting of a new electrical fire, once bought by Mr M. Mr M didn't agree and complained to this service as he thought his Homecare policy covered the fire, and British Gas should either repair or replace it.

Our adjudicator investigated Mr M's complaint. She didn't recommend it should be upheld. The adjudicator didn't think that the electric fire was covered by the policy. This was because, although the boiler system was connected to the broken fire, the boiler was still working. So, the fire wasn't part of the boiler and its controls. She thought the offer of £80 compensation was fair in light of the service Mr M had received from British Gas.

Mr M didn't agree and the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've seen the Homecare 400 policy. This comes with a diagram showing which parts of the system are covered. And the boiler cover doesn't include any fires. Mr M says his electric fire is part of the boiler's controls as without the fire his boiler wouldn't work. But it's agreed that Mr M's central heating and hot water haven't been affected by the electrical fire not working. So, I think the fire is attached to the boiler system, but isn't a part of it or its controls. This means the boiler cover offered by the policy doesn't cover the fire.

The policy also offers electrical cover to fixtures and fittings. But, I think that most people would think of the fire as an appliance rather than a fitting. So, this part of the policy doesn't cover the fire either.

I appreciate Mr M's frustration that the policy doesn't cover the fire, especially since at the beginning he was incorrectly told that it would. But, I think the offer British Gas has made of £80 compensation, and the free fitting of a new fire (once purchased by Mr M) was fair and reasonable. I'm not upholding Mr M's complaint.

my final decision

I'm not upholding Mr M's complaint. I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 March 2016.

Jocelyn Griffith
ombudsman