

complaint

Mr S complains British Gas Insurance Limited have declined a claim on his British Gas Homecare policy.

background

The previous owner of Mr S's property had a British Gas boiler installed in 2009. Mr S moved in during 2012 and registered the boiler to his existing Homecare policy.

In March 2019, Mr S had a kitchen fitted. His kitchen planner advised him the boiler needed to be raised as it was too close to the worktops. He hired a third party and the work was completed in the same month.

In April 2019 Mr S began having problems with the boiler. British Gas sent an engineer out, but they were unable to get the boiler working and recommended a power flush and replacing the boiler. Mr S said the engineer told him a new boiler came with a free power flush – but he found out later it didn't. Mr S didn't agree with the recommendation so British Gas sent a second engineer, they replaced parts in the boiler, but it didn't fix the issue. British Gas then sent an engineer from the boiler's manufacturer, but they also said it needed to be replaced. Mr S agreed to have a new boiler installed and made a claim for it on his Homecare policy. British Gas declined his claim as the boiler hadn't been continuously covered since the date of installation. Mr S brought the complaint to this service.

British Gas also said another exclusion applied– as the boiler had stopped working after it was moved by a third party meaning it wasn't covered.

Our Investigator didn't think we should uphold Mr S's complaint. They didn't think British Gas were fair to apply the first exclusion. But as the boiler had been moved by a third party before it stopped working, they were fair to apply the second when declining Mr S's claim.

Mr S didn't agree. He said he'd called out British Gas several times about boiler issues since he moved in and they'd offered to pay for a new boiler after the second engineer failed to fix it. He said he was told a powerflush would be free with the new boiler, but he was charged for it, and as there have been no issues since the boiler was changed it shows he didn't need it.

Mr S said he called British Gas before the boiler was moved and they never told him it wouldn't be covered if moved by a third party. Mr S is also unhappy British Gas didn't offer to move the boiler. He wants a refund for the powerflush and for British Gas to make a partial contribution to the cost of the new boiler.

The complaint has now passed to me to make a final decision

my findings

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

Mr S previously settled a complaint with British Gas about call outs for his boiler, so I won't be considering this in my decision. The powerflush relates to an activity this service doesn't have the power to consider, the sale of a new boiler, so I won't be commenting on this any further. I will be deciding whether British Gas applied the exclusions of the Homecare policy fairly to decline Mr S's claim.

The policy booklet says British Gas will replace a boiler if it's continuously covered by them. There was a break in cover when the property was unoccupied under the previous owner, but Mr S registered the boiler with British Gas within days of moving into the property - so I think he did everything he could. British Gas' job history also shows it was inspected by them shortly after – and reported no issues. So, I don't think it's fair for them to rely on this exclusion to decline Mr S's claim.

The policy booklet also says the policy won't cover damage caused by anyone but British Gas. Problems started to develop with the boiler around 3 weeks after it was moved. The job history supplied by British Gas says the first engineer noted a third party had carried out work to move the boiler and altered pipework – and there were now issues. It says the engineer advised Mr S any problems related to the work wouldn't be covered. It's not unreasonable for British Gas to rely on its engineers' assessment but they sent two more engineers, including one from the manufacturer, that said the boiler needed to be replaced. So, I think it's likely the problems were because of the work – and British Gas were fair to apply the exclusion to decline Mr S's claim.

Mr S says he called British Gas to explain that he was hiring a third party to move the boiler – and they agreed this wouldn't affect his cover. Neither party has been able to provide information to show Mr S made the call, but I think it's likely he did. I also think it's likely that when he told British Gas the boiler was being moved by a third party, the representative he spoke to would've known it could affect his cover - and made him aware of the exclusion. British Gas didn't need to offer to move the boiler – this isn't part of his cover, so I don't think this makes a difference. Mr S also said British Gas offered to pay to replace the boiler, but I've seen nothing to show they did.

my final decision

My final decision is that I do not uphold Mr S's complaint. British Gas Insurance Limited don't need to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 February 2020

Michael Baronti
ombudsman