

complaint

Mr W complains that British Gas Insurance Limited ("BG") has charged him for work that he thinks should be covered by his Homecare 200 maintenance policy.

background

Mr W had a problem with his central heating system, which he pointed out to a BG engineer at a routine service visit. The engineer advised that Mr W's system needed a Powerflush. He returned three weeks later and did a repair to the system and then undertook a Powerflush. He didn't charge Mr W for the repair, but he was charged £300 for the Powerflush, which was approximately half the usual cost. BG says that Mr W was charged for the Powerflush as his policy doesn't cover removing sludge etc.

Mr W refers to a term of his Homecare 200 policy which states that damage caused by sludge etc is not covered if a Powerflush has previously been recommended. Mr W had never been advised before that he needed to have a Powerflush, and BG confirms this. So he believes that he shouldn't have to pay for the Powerflush, and wants to be reimbursed the £300 he paid. BG has offered to further reduce the cost to £150 but Mr W has rejected that offer. BG has also paid Mr W £50.

Our adjudicator didn't uphold Mr W's complaint. She considered that removing sludge was excluded by Mr W's policy and that BG's offer was fair and reasonable. Mr W doesn't agree with the adjudicator's view, so the matter's been passed to me to make a 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. I don't uphold Mr W's complaint for the following reasons.

I've carefully considered the terms of Mr W's policy. There are General Exclusions and specific "Boiler and Controls and Central Heating Exclusions", both of which apply in this situation. One of the General Exclusions is that the policy doesn't cover removing sludge etc. One of the specific exclusions is that damage caused by sludge etc is not covered if a Powerflush has previously been recommended.

I think it's clear that this specific exclusion relates to the cost of damage repair and not the Powerflush itself. So if a Powerflush has been recommended but hasn't been carried out, any repair needed after that won't be covered, such as the repair that the engineer made for free before he conducted the Powerflush. The Powerflush itself isn't covered, as is clear from the General Exclusion. I believe the repair the engineer made wouldn't have been covered if Mr W had previously been advised that a Powerflush was necessary. So I don't think the specific exclusion means that a Powerflush is covered by the policy provided that one hasn't been recommended previously.

As my opinion is that the General Exclusion applies in all situations regardless of whether or not a Powerflush has previously been advised, I don't think BG have acted unfairly or unreasonably in not reimbursing Mr W the £300 it charged him. On the contrary, I think in giving him a substantial discount, offering him a further £150 discount, and giving him £50, it has acted fairly and reasonably.

my final decision

For the reasons given above, 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 22 February 2016

Nigel Bremner
ombudsman