

## **complaint**

Mr C complained that British Gas Insurance Limited refused to repair his boiler when he made a claim.

The background to this complaint and my provisional findings were set out in my provisional decision of August 2015 as follows:

### ***“background***

*Mr C had a HomeCare Care agreement with British Gas Services Limited for a number of years. On 12 March 2010, this renewed on to a HomeCare Cover agreement, underwritten by British Gas Insurance Limited.*

*In February 2012 Mr C made a claim for a fault with his boiler. British Gas said the fault was due to sludge in the boiler system. But as it had previously told Mr C there was an issue with sludge, he had to pay to have his boiler repaired.*

*Mr C arranged to have his boiler replaced by a private engineer and complained to British Gas. He said he'd never been told there was a problem with sludge. British Gas looked into the complaint and offered to pay Mr C £60 as a gesture of goodwill. But Mr C wasn't happy and brought his complaint to us.*

*Our adjudicator didn't think we had jurisdiction to consider anything that happened before 12 March 2010. And he said there was no evidence to show that Mr C had been told about the sludge in his boiler between this date and the February 2012 attendance. He recommended that British Gas pay Mr C what it would have cost it to carry out the repairs to the boiler in February 2012.*

### **my provisional findings**

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

*We recently took the view that the HomeCare Care agreement provided by British Gas Services Limited contains all of the features of a contract of insurance. And so the agreement falls within our jurisdiction. British Gas has accepted this and gave us details of the attendances from 24 December 2009 onwards.*

*Mr C's policy doesn't give cover for removing sludge, or repairs to damage caused by sludge if he's been told permanent repairs, improvements or a PowerFlush is needed. British Gas' notes from two attendances in December 2009 say the engineers diagnosed sludge in Mr C's boiler and recommended a PowerFlush and a MagnaClean. And a PowerFlush was again recommended in April 2011.*

*In early February 2012, British Gas' engineer reported that Mr C had been told that chargeable work was required on the boiler. And further quotations for a PowerFlush and a MagnaClean were given. I understand Mr C was unhappy to be asked to pay for work as he was paying British Gas monthly for boiler cover. But British Gas' evidence shows sludge was diagnosed as being present in his boiler on more than one occasion before the February 2012 claim.*

*Mr C says he wasn't present when British Gas looked at his boiler in December 2009 or April 2011 and so was unaware that he wouldn't be covered for this work. I think it's reasonable to expect that Mr C would have asked the person he left to be present when British Gas attended what happened. But he could also have followed up with British Gas himself. I don't think British Gas had to tell Mr C personally what had been found.*

*Mr C has also complained that his policy increased in price. An insurer is entitled to set the renewal price which takes into account the make, model and age of the boiler, the breakdown history as well as specifics such as the number and type of radiators in the property. Given the call outs to look at his boiler I can understand why the price increased. But he would still have been able to benefit from other cover under the policy such as repairs for faults which weren't caused by sludge or scale.*

### **my provisional decision**

*My provisional decision is that I don't intend to uphold this complaint."*

### **developments**

British Gas accepted my provisional decision. Mr C didn't respond. And having looked at the information again I'm not reaching a different outcome to that described in my provisional findings.

### **my final decision**

For the reasons explained in my provisional decision my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 October 2015.

Sean Hamilton  
**ombudsman**