

## **complaint**

Mr O's complaint is about his home emergency insurance policy, which he took out with British Gas Insurance Limited. He's unhappy that he was told any future claims under the accidental damage part of his policy wouldn't be covered if mice caused the damage.

## **background**

Mr O made a claim under his home emergency policy when he was losing pressure in his boiler. An engineer attended and inspected the boiler. He explained that mice damaging a pipe caused the problem. British Gas agreed to meet the claim and repair the damage on this occasion. But the engineer told Mr O that any damage caused by the same issue wouldn't be covered in the future.

Mr O thought this was unfair because the damage caused by the mice wasn't something he deliberately did. And in his view, this type of damage is accidental and should be covered for any future claims he may need to make. He then made a complaint to British Gas.

British Gas responded to say that it wouldn't meet future claims for the same issue. It referred to the policy terms covering deliberate damage to explain why it wouldn't provide cover.

I issued my provisional findings in August 2017. In summary, I said couldn't see that British Gas had done anything wrong. I acknowledged that Mr O doesn't presently have reason to claim. This meant I couldn't say British Gas had treated him unfairly and this could only be decided if (and when) a claim materialised. I explained for a future claim to be covered, the policy terms say that any damage would need to have been accidentally caused by Mr O.

I also clarified that if Mr O was to make a future claim for the same issue, British Gas, would need to consider the individual circumstances of the claim alongside of all of the policy terms.

I asked both Mr O and British Gas to let me have any more information they wanted me to look at.

Mr O didn't respond to my provisional decision and British Gas responded to say it didn't have anything further to add.

## **my findings**

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

As Mr O and British Gas haven't made any more comments or arguments, I've got no reason to change my findings or the outcome I set out in my provisional decision. So it follows that I don't uphold this complaint.

**my final decision**

For the reasons I've explained, I don't uphold this complaint and British Gas Insurance Limited doesn't need to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 9 October 2017.

Daniel Little  
**ombudsman**