

## **complaint**

Mr M complains about the service he received from British Gas Insurance Limited under his home emergency insurance policy.

## **background**

Mr M reported a leak at his home. British Gas attended and said the cylinder needed replacing.

British Gas spoke to the manufacturer of the stove which produces hot water in Mr M's home. It recommended installation of a larger cylinder than the one being replaced.

British gas said the cost of the new cylinder wasn't covered under Mr M's policy. It said it was excluded under the section which says design faults or faults which existed before the policy began aren't covered.

When British Gas attended to fit the new cylinder, some of the fittings were defective, so a further visit had to be arranged. Because of this, British Gas offered to reduce the cost of the new cylinder by £100.

Mr M was still unhappy, so British Gas also offered to deduct the cost of a like for like replacement cylinder, which would've been covered under Mr M's policy.

Mr M remained unhappy, so he complained to this service.

Our adjudicator thought Mr M's complaint shouldn't be upheld.

Mr M disagreed with the adjudicator's conclusions, so the matter's been referred 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.

I've decided not to uphold Mr M's complaint and I'll explain why.

Mr M says he doesn't know if there was a design fault when the system was installed, but as it lasted 35 years he thinks it's unlikely. He says he relied on British Gas to judge whether it was acceptable before providing insurance cover.

Mr M also says the relevant clause states the policy doesn't include faults British Gas 'could not, using reasonable care and skill, identify'. He says the cylinder was easily visible in the airing cupboard and he would argue that an experienced technician would identify quite easily that the cylinder size might be too small and should be checked.

In addition Mr M asks who is to decide if an upgrade is necessary to improve efficiency or safety. He says he would've been happy to accept a replacement cylinder of the same size, but he wasn't given the option.

I see the original cylinder was 144 litres. But the manufacturer of the stove which produces hot water recommended the new cylinder should be at least 190 litres. I think it's most likely this recommendation was based on grounds of efficiency or safety. And I don't think British Gas could've properly ignored such a recommendation even if Mr M would've been happy to have a new 144 litre cylinder installed. So, I think installing the new larger cylinder was upgrade work within the meaning of Mr M's policy. And as this work wasn't covered by the policy, I'm not able to consider the amount British Gas charged for it.

It may be that the recommended minimum cylinder capacity's changed since Mr M's system was installed 35 years ago. But even if not, I wouldn't necessarily have expected the sort of inspection which is likely to have taken place before cover commenced to identify that the cylinder had a capacity of only 144 litres rather than 190. So, I think the section of Mr M's policy which says design faults or faults which existed before the policy began aren't covered, does apply in this case.

British Gas has offered to reduce the amount it charged Mr M for the new cylinder by £100 because a second visit was needed to install it due to defective fittings. It's also offered to deduct the cost of replacing the cylinder with one of the same size because this would've been covered under the policy. I think this is reasonable. And I don't think it would be fair for me to ask British Gas to reduce the cost of the new cylinder any further, in the circumstances.

#### **my final decision**

I don't uphold Mr M's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 July 2016.

Robert Collinson  
**ombudsman**