

complaint

Miss R complains about the way British Gas Insurance Limited handled her insurance claim. She is being represented in this case by her partner, Mr M.

background

In May 2017, Miss R made a claim under her home emergency cover, for a problem with her boiler. She had central heating and breakdown cover.

British Gas attended and fixed the problem. But whilst the engineer was still at the property, a radiator exploded. The engineer was able to drain the radiator and isolate it to make it safe. He said the water quality at the property was poor and recommended Miss R had a powerflush to resolve it.

Miss R was told her radiator would be replaced, as a gesture of goodwill, if she accepted the quotation for powerflushing the system.

Mr M complained to British Gas, on behalf of Miss R. He said a replacement radiator should be covered under his policy in any event. British Gas agreed this would be covered so scheduled a visit for the end of May.

British Gas then said that it had given incorrect information to Mr M. It said under the terms of the policy it would fix the fault and any directly related fault. And as the water quality wasn't related to the first fault (the boiler), it wasn't covered under Miss R's policy.

British Gas offered £100 to apologise for the inconvenience. Miss R cancelled her policy.

Our investigator didn't think British Gas had treated Miss R fairly, as he thought the radiator should be repaired under the terms of the policy. He also said that Miss R should be able to have the powerflush done by a cheaper provider, and then have British Gas fix the radiator.

British Gas didn't agree with the investigator. It said even if Miss R had the powerflush done, it would no longer fix the radiator as the policy had since been cancelled.

As British Gas didn't agree, the case has come to me to decide.

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 looked at the relevant section of Miss R's policy. Under central heating breakdown it says all repairs to radiators are covered. Under the 'what's not covered' section, it says:

"Damage caused by limescale, sludge or any other debris – if we've told you before that you need to carry out repairs, improvements or a British Gas Powerflush, or a similar process, but you haven't done so".

British Gas hasn't provided any evidence that it had previously told Miss R she needed a powerflush. It seems that after the radiator popped, the engineer said it was as a result of the water quality. But prior to the engineer saying this, Miss R had no reason to think there was a problem with her central heating system. So I don't think the exclusion applies.

British Gas said that because the radiator issue wasn't linked to the problem with the boiler, it isn't covered under the policy. But I can't see anything in the policy that says the faults have to be linked to be covered. I also can't see any restriction on the number of claims.

The policy provides cover for radiators; there are no exclusions that apply, so I think British Gas should repair the radiator under Miss R's policy. I think it should do this even though she's now cancelled the policy. This is because when the fault with the radiator happened, Miss R did have cover in place.

The policy says the cost of a powerflush itself isn't covered under the policy. And if a customer arranges their own, it will only carry out the repairs once a receipt for the powerflush has been provided. So if Miss R wants to make her own arrangements, she'll need to provide British Gas with the receipt.

British Gas has offered Miss R £100 for the wrong information it gave. I think this is a fair offer to compensate for the inconsistent advice she was given.

my final decision

My final decision is that British Gas Insurance Limited should:

- cover the claim, subject to Miss R having a powerflush done on their central heating system;
- pay £100 compensation (it if hasn't done so already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 18 May 2018.

Michelle Henderson
ombudsman