

complaint

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

background

Mr H contacted British Gas in 2014 as his heating boiler was making noises. British Gas attended and told Mr H a magnabooster was needed and he would need to pay for any repairs related to sludge in the system.

Another British Gas engineer attended a few weeks later and told Mr H a powerflush was needed.

Mr H complained to British Gas about the quotes he'd been given for a powerflush and other works, since he thought these should be covered under his policy. Being unhappy with the response, he complained to this service.

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

Mr H disagreed with the adjudicator's conclusions, so the matter has 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 H's complaint and I'll explain why.

British Gas says the work it quoted for in 2014 wasn't covered under Mr H's policy because it had previously recommended works to deal with sludge and they hadn't been done. British Gas says in 2009 its engineers had advised there was sludge in the system and recommended a magnaclean should be fitted. It says its engineers also advised about issues with sludge in 2012 and left a quote to fit a magnabooster and replace the primary heat exchanger. British Gas says its records show this quote wasn't accepted.

Mr H says British Gas should've told him its advice about sludge in 2012, as it had in 2009, since the policy is with him, not his tenant. He says he's seen nothing to confirm this advice was given to his tenant and Mr H didn't know about it. He also questions whether any tests were carried out to confirm the diagnosis about sludge.

Mr H says he wasn't told anything about sludge and the need for a powerflush after the annual services in 2013 and 2014. He says British Gas shouldn't have continued to take the annual service fees from him, knowing it wouldn't accept responsibility for repairs because a powerflush hadn't been carried out.

I think its likely British Gas gave its diagnosis and advice about sludge to Mr H's tenant when it attended in 2012. And I think it was reasonable for British Gas to assume the information would be passed on to Mr H.

I don't know what tests were carried out during the visit in 2012. But I think it was reasonable for British Gas to rely on the expert opinion of the engineer who diagnosed the problem with sludge and advised how it could be resolved. In these circumstances, I think it was reasonable for British Gas to continue accepting premiums from Mr H under his policy. It understood he knew about the diagnosis and advice about sludge and could decide what steps to take in response. I accept Mr H wasn't covered for the effects of sludge in the meantime, but his policy was still of some value.

So, I don't think British Gas has done anything wrong.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 January 2016.

Robert Collinson
ombudsman