

## **complaint**

Mr K has complained about British Gas Insurance Limited. He isn't happy that it wouldn't fix a central heating problem under his home emergency policy.

## **background**

Mr K took out a policy with British Gas in March 2015 and made a claim under his policy that month. He went on to make a few other claims that year but isn't happy that it refused to deal with a claim at the end of the year.

British Gas said that the claim wasn't covered as it had told Mr K that his system needed a powerflush and had a problem with the expansion vessel when it first attended in March 2015. Mr K says he wasn't told about this and wants his claim met or his premiums refunded. So he complained to this service.

Our adjudicator looked into things but didn't uphold the complaint. She thought that British Gas had clearly advised that a powerflush and remedial work on the expansion was required. She noted that British Gas had attended Mr K's property on a number of occasions and so he had use of the policy.

As Mr K didn't agree the case has been passed to me to issue 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. Having done so I'm not upholding this complaint. I'll explain why.

It is clear from the system notes that it was identified that Mr K's heating system needed a powerflush from around the time British Gas first attended. I know Mr K says that he wasn't made aware. But I'm satisfied the engineer did tell the customer, or his representative, when he attended in March 2015. Perhaps he could have been clearer and it appears that other people may have represented Mr K during some of British Gas's visits. But I'm satisfied that a powerflush was required and it was identified that remedial work was required to the expansion vessel.

I note that British Gas attended Mr K's property on a few occasions during the year. It undertook a few repairs during those visits. It told him, or his representative, again about the need for remedial work and the powerflush in November 2015.

Mr K's policy is clear that problems stemming from sludge in the system aren't covered. And the powerflush was identified to alleviate the problems relating to this. His policy is clear that this isn't covered.

The engineer also said when he first attended that remedial work was required to the expansion vessel and left an estimate for repairs. So I can't conclude that British Gas acted unreasonably. I say this as it said it wouldn't cover the pre-existing problem or the powerflush when he, or a person at the property, was told about them just after the policy was taken out.

I know Mr K has asked for his premiums back if British Gas won't cover the claim. But it visited the property on a number of occasions to fix problems with Mr K's central heating system throughout the year, including within the first 14 days of the policy being taken out. So I think that it would be unfair to ask it to refund the premium as he was clearly provided with cover just not for the issues identified upon the first attendance.

**my final decision**

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 11 July 2016.

Colin Keegan  
**ombudsman**