

complaint

Mr R complains that British Gas Insurance Limited changed the terms of his home emergency insurance cover, requiring him to install a magnabooster in order to receive the full benefit of the policy.

background

An annual service of Mr R's boiler was conducted in August 2012. At that time, the engineer recommended a magnabooster be installed.

Mr R's policy then renewed in October 2012.

In November 2012, Mr R contacted British Gas as he believed that a clause had been added to the policy which meant he would not receive the full benefits of the policy unless he agreed to have the magnabooster installed. So, he agreed to pay £345 for it to be fitted.

The policy term about which Mr R then complained to British Gas states:

"We will not cover the following in your Agreement:

- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs, improvements or a British Gas Powerflush™ (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly."*

British Gas did not agree to Mr R's complaint. However it did offer a premium refund of £33.39 in order to resolve it; and later, an additional £50 in recognition of delays in its handling the complaint.

Mr R brought his complaint to this service. The adjudicator endorsed British Gas' offer and did not recommend that the complaint should be upheld in respect of any change in policy terms. This is because there was insufficient evidence that the relevant policy term had ever been changed during the time Mr R had held the policy. The adjudicator did, however, agree that the compensation offered by British Gas was fair.

Mr R disagreed with the adjudicator. He believed that the policy term had not been in the policy for a number of years. However, the adjudicator obtained previous years' policy documentation, and was satisfied that the policy wording had been consistent with regard to the requirements of the clause in question. He confirmed his view.

Mr R remained unhappy. He did not consider that a change to his policy had been highlighted in his renewal notice in 2011 and 2012.

The matter has therefore been referred to me to decide.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The term in Mr R's policy about which he complains basically says that if a policyholder does not attend to repairs, improvements or cleaning which British Gas has previously said were needed, then it need not cover damage which occurs. I consider that is a fundamentally reasonable term, in that a policyholder does have some responsibility to act on the advice of British Gas in order to care for and maintain the appliance and so minimise any potentially avoidable damage. I do not consider that the effect of the clause is to remove the benefit of the policy from Mr R. Rather, I consider it sets out a fair obligation on him, in return for which cover will be provided.

I am also satisfied that Mr R's policy had not changed in respect of that clause and obligation. The documentation from 2010, 2011 and 2012 shows the term is consistent throughout those periods.

I note that, prior to November 2010, the HomeCare agreement was a care agreement and not an insurance policy, and so did not come under the jurisdiction of this service. However, a review of the documentation from 2007 also shows that the same requirement was in place then.

British Gas has offered Mr R a refund of one month's premium and £50 compensation for delays it has acknowledged in its handling of his complaint. I consider that is fair under the circumstances.

my final decision

For the reasons above, it is my final decision that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Helen Moyer
ombudsman