

complaint

Mr A complains about British Gas Insurance Limited declining to carry out work as it considered it to be excluded from the policy terms and conditions.

background

Mr A holds a policy, underwritten by British Gas Insurance Limited.

British Gas attended at Mr A's property in October 2010, 2011 and 2012 in order to complete annual services. During all of these attendances the engineer noted that there was a "not to current standards" issue due to the condensate pipe not being lagged.

In November 2012 Mr A contacted British Gas to complain as he was unhappy that the lagging of the pipe would not be carried out under the policy, due to British Gas considering it to be excluded from the policy as it was considered as upgrade work.

Mr A was unhappy with British Gas' response he therefore brought his complaint to this service for consideration.

Our adjudicators were of the opinion that this complaint should not be upheld. They considered the policy wording to be clear in regard to exclusions and limitations and considered that the work Mr A wanted British Gas to carry out would be upgrade work.

Following our adjudicators assessment, Mr A raised concerns over his premium payments as he considered them to be too high. Our adjudicators explained that it was a business's commercial judgment to set premium prices as it sees fit. In addition, Mr A was not obliged to renew his policy and was able to take cover with another provider if he was unhappy with the cost of premiums.

Mr A disagreed with our adjudicators' assessment regarding the lagging of the pipe work and raised concerns over suspicions of British Gas causing damage to his boiler during a previous annual service. Our adjudicators explained that as this was a new concern it would need to be directed to British Gas to consider first, as it was not directly related to his original complaint.

As our adjudicators were unable to resolve the matter, the complaint has been referred to me for a final determination.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I am in agreement with the conclusions reached by the adjudicators, for broadly the same reasons.

The policy terms and conditions state:

"7.8 Other Exclusions

We will not include the following:

- *Upgrades which you may want to have carried out to improve your appliance or system".*

Insurance policies such as this are not designed to cover every eventuality and are subject to policy terms and conditions. I consider the work being considered would be an upgrade.

The work Mr A wants carried out would not be done under the terms and conditions of the policy, therefore I do not consider British Gas to have acted unreasonably in offering to carry out the work on a chargeable basis.

my final decision

My final decision is that I do not uphold this complaint.

I make no award against British Gas Insurance Limited.

Christopher Tilson
ombudsman