

complaint

Mr M complains that, as part of his home emergency insurance policy, British Gas Insurance Limited ("BGI"):

1. didn't, in the course of his annual service, check and clean the magnetic filter unit attached to his boiler; and
2. wouldn't replace a worn fibre washer in the manifold which connected his central heating system to his underfloor heating system.

background

In December 2016, Mr M called on BGI as his central heating system was losing pressure. BGI's engineer identified the problem as a leak in the connection joining his heating system to his underfloor heating system. He said this wasn't covered by his policy and he would have to contact another engineer.

Mr M did so. The engineer dismantled the manifold connecting the two systems. He replaced a fibre washer, reassembled and reconnected the manifold, and repressurised the system, for which he charged Mr M £135. He also pointed out that the magnetic filter unit attached to Mr M's boiler didn't seem to have been cleaned for some time, which could have contributed to the leak. He cleaned the filter unit.

Mr M complained to BGI. He said it should have cleaned his filter as part of his normal boiler service. And he thought BGI's engineer should have been able to replace a simple washer, which the engineer acknowledged he carried on his van.

BGI didn't accept Mr M's complaint. It said its policy terms said it wouldn't cover *any parts that are designed specifically for underfloor heating*. That was why its engineer wouldn't deal with the leak. But it acknowledged that its policy wording was *"open to interpretation"*.

On the issue of the magnetic filter, it said that a *"deep clean"* wasn't included as part of an annual service. It again acknowledged that in this respect its policy terms weren't clear enough. It offered to pay Mr M compensation of £50 in recognition of the inconvenience he had been caused. Mr M didn't think this was enough. He thought BGI should reimburse what he had paid his own engineer to replace the manifold washer.

Our adjudicator didn't recommend that this complaint should be upheld. On the issue of the washer, she agreed with Mr M that the washer itself wasn't designed for underfloor heating. But BGI said it was part of the manifold. And if the manifold had failed and a change of washer was needed to repair this, BGI felt this was classed as a repair to a part designed for the underfloor heating system.

She agreed that the policy wording could be much clearer. But this service couldn't tell BGI to change or amend its policy terms. That was the role of its regulator, The Financial Conduct Authority.

BGI was asked to attend to an *"underfloor heating manifold leak"*. Although only a washer was required to resolve this, she felt this was enough for the work to fall within the policy exclusion.

On the issue of the magnetic filter, Mr M had now produced his service sheets for the annual services BGI had done. This showed that the filter should have been checked as part of each annual service. The July 2015 service sheet showed this as having been done. But the November 2016 service sheet showed this wasn't done then.

The adjudicator said she hadn't seen any evidence from Mr M's engineer that failure to clean the filter over a long period of time would have contributed to the manifold leak. And on the evidence of the 2015 service sheet, she couldn't say BGI hadn't checked the filter over a long period of time.

Mr M responded to say, in summary, that BGI had failed to deliver the comprehensive service he expected for the price he paid for his policy. It had chosen to hide behind ambiguous small print to avoid accepting responsibility for a repair that its own engineer acknowledged he could have done in fifteen minutes. He thought that if the policy terms were open to interpretation, and a customer was disadvantaged, the customer had been treated unfairly.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

On the manifold leak, the BGI engineer was faced with a leaking manifold. Without taking it apart he wouldn't know what was required to mend it. So I think BGI was entitled under the policy wording to say that it wouldn't cover or deal with the leaking manifold, and Mr M would have to get his own engineer to deal with it.

Mr M may feel that BGI's engineer could at least have dismantled the manifold to have a look, when it would have been obvious that only a simple washer was required. However if it had been something more complicated, BGI might have found it had started down a path that led it into areas of underfloor heating that it didn't want to get involved in. So on balance I can't say BGI was wrong to say it wouldn't deal with the manifold leak.

On the filter, the evidence suggests that it was checked in July 2015. So even if it was missed in the November 2016 service, I don't think this suggests neglect over a long period of time contributing to the December leak.

BGI has offered compensation of £50 in recognition of the inconvenience Mr M suffered. In the circumstances, I don't think I can reasonably require it to do anything more.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited. I simply leave it to Mr M to decide if he now wishes to accept the £50 compensation BGI has offered, if he hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 10 July 2017.

Lennox Towers
ombudsman