

## **The complaint**

Mrs B is unhappy because she had a new boiler installed following advice from British Gas Insurance Limited (BG) but she doesn't think the new boiler was necessary.

## **What happened**

Mrs B had a Homecare Two policy covering her central heating and boiler. The policy is in Mrs B's name but as Mr B dealt with matters, I'll refer to him throughout.

BG advised Mr B that the policy would no longer cover parts of his central heating unless he had a power flush. It gave him a quote for the flush and another quote for a new boiler with the cost of the flush significantly reduced. After seeking quotes from other businesses, Mr B asked BG to replace his boiler and do the power flush.

Mr B had doubts about whether the power flush was completed at the time and he felt even more strongly about that when he started to experience problems with his central heating. Mr B complained to BG and it agreed to do another power flush. Mr B says the engineer who attended next told him it was unlikely the power flush was completed properly the first time because of the time needed to do it – it had taken the engineers just one day. He checked for cold spots in the radiators and checked the water, neither of which indicated a problem.

The engineer put chemicals in the system and returned a few weeks later to flush the system. Mr B says the equipment he used was much bigger than anything the previous engineers had used, reinforcing his view that the flush hadn't been done before.

The power flush resulted in a small cup of dirt coming out of the system, which the engineer said wasn't much at all. Because of that, Mr B thought the flush wasn't needed and he had been wrongly influenced to buy a new boiler. He complained to BG.

BG said that it had been advising Mr B for several years that his system needed flushing. At an earlier repair appointment, the engineer had removed sludge from the filter and BG said that's an indication that the system needed flushing. BG also said that Mr B didn't have the boiler replaced until four months after it quoted for the work, so he'd had plenty of time to think about his options. While BG didn't think it had failed to complete the power flush properly, it acknowledged that it hadn't provided the service Mr B could've expected. It paid £439.50 in recognition of the delays dealing with this matter.

Mr B didn't think the payment was enough. He also said that after speaking with the boiler manufacturer, he thought BG had misled him. BG said there was reduced availability of parts because the boiler was 20 years old, but the manufacturer told Mr B that it still supplied parts.

Our investigator didn't uphold the complaint. He thought that, on balance, it was likely that BG had flushed the system and that its recommendation to install a new boiler was reasonable given the age of Mr B's boiler. As Mr B had taken time to consider the installation quote, our investigator didn't think BG had pressured him to buy a new boiler,

and he thought the payment BG had already made to Mr B was fair for the service delays experienced.

Mr B didn't agree. He remained of the view that BG hadn't completed a power flush during installation of the boiler and felt he had paid a lot of money for something he didn't need.

The complaint was passed to me to decide.

### **What I've decided – and why**

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

While I realise Mr B will be disappointed, I've decided not to uphold his complaint. I'll explain why.

Firstly, I must make it clear that there has been a lot of correspondence about this matter between Mr B, BG and our investigator. Both Mr B and BG are aware of the circumstances and there's little benefit in referencing each piece of correspondence or individual point made. So, while I have looked at all the evidence, I will only refer specifically to the key points of dispute.

#### New boiler

Mr B questions whether it was necessary to have a new boiler. He thinks BG pressured him into having one because it said:

- it wouldn't be able to complete repairs on his existing boiler, and
- his system needed a power flush which wouldn't be as costly if done during the boiler installation.

I've looked at the service records provided by BG. I can see that BG attended to Mr B's boiler on several occasions and that it recommended a power flush. BG gave that advice because of the inefficiencies it noted during the servicing. At that point Mr B's boiler was 14 years old. Because it carried on working for a further seven years before he had it replaced, Mr B thinks BG's advice was incorrect. There are differing views about the life expectancy of a boiler, but it's commonly reported as around 15 years. That said, the boiler becomes less efficient the older it gets. So, based on age alone, I don't think it was unreasonable for BG to recommend that Mr B had a new boiler when his was over 20 years old.

Mr B thinks that by offering the reduced cost power flush and half price boiler, BG pressured him into accepting its service. I don't agree. BG provided a quote for the boiler and it was a few months before he accepted it and arranged for the work to be done. During those months, he obtained two further quotes from other companies on a like for like basis. I think that was prudent. For his own reasons, Mr B chose to accept BG's quote. I understand that there are benefits in having BG do the work while also having its home emergency cover, such as extended guarantees. But I don't think it's fair to view that as unreasonable pressure to have work done.

Mr B said BG told him it wouldn't be able to repair his boiler any more, which contributed to his feeling of being pressured into having a new one installed. I've looked at the annual renewal policy for 2018, which was the last one issued before Mr B got a new boiler. It says:

*"Important Information – parts availability*

- *Our records indicate that your boiler is ... [make and model given]*
- *Your boiler's manufacturer stopped making your particular model of boiler a while ago. And whilst they are still making the most important parts for your boiler, some other parts are becoming difficult to source*
- *At some point in the future we may not be able to fix your boiler if it breaks down. However, we'll do all we can to keep it running for as long as possible. [In] ... over 99% of the time we are able to source any parts needed to fix a boiler*
- *In the unlikely event we can't fix the boiler, you may be able to get a refund back dated to when you last had work done, or to when you renewed your agreement – whichever is the most recent."*

Having thought about the message here, I think BG has been clear on its position and managed expectations around possible delays should repairs be needed in the future. If anything, I think it gives a positive message about sourcing parts by saying it can obtain them in 99% of cases. And I think it would've been remiss if it hadn't brought the limited availability of parts to Mr B's attention.

So, taking into consideration the age of Mr B's boiler, the expected life span of a boiler, and the availability of parts, I don't think it was unreasonable that BG *recommended* he had a new boiler. I have stressed "recommended" because I don't think it's a fair interpretation to say BG forced the decision.

#### Power flush

Mr B thinks BG didn't complete the power flush during the boiler installation and that it wasn't even needed. So he thinks BG's advice to have a flush done was incorrect, causing him to spend a significant amount on having a new boiler installed. Mr B's view is based on the results of the reflush which was done differently – using chemicals and a large machine, taking much longer overall – yet produced only a small amount of dirt from the system. The evidence provided by BG indicates that the power flush was needed, and it was done during installation.

BG and Mr B have continued to disagree about this matter. I think the evidence suggests that BG did complete the first power flush, but I don't think anything I say here will change Mr B's mind about this. So, I've thought about what would be reasonable in the circumstances *if BG hadn't completed the first power flush properly or at all*. My role is to try to put things right, so if BG hadn't done the first power flush I would've asked it to do that now. I would've also asked BG to compensate Mr B for failing to provide the service paid for. As it stands, Mr B agrees that BG has done at least one power flush and it has paid him £439.50 in compensation. So whether or not BG did the first power flush, it has already done what I would've required of it if it hadn't. So I don't think Mr B has lost out here.

I think it's more likely than not that the power flush was needed because, over time, sludge builds up in the system and can damage the parts. But I don't think that matters. That's because Mr B had the choice to have it done or not. He got quotes from other companies and he could've asked for a second opinion on whether a flush was necessary. It was several months before he accepted BG's quote and several years from its first recommendation. I think that was enough time for Mr B to consider his options. I understand he considered BG to be the expert on this matter, so he relied on its advice. I think that's a fair point. But BG is still of the opinion that the power flush was necessary,

and I haven't seen anything in the evidence to make me doubt its expertise now.

To summarise, BG recommended two options to Mr B – a power flush, or a new half price boiler with discounted power flush. He didn't need to do anything, but he chose the second option. BG gave Mr B a 50% discount on his boiler and his system was flushed at least once

- that's not in dispute. Because BG identified some service delays it paid Mr B £439.50 in compensation, which is the other half of the boiler cost. So, the result is that BG has given back to him the full cost of his new, hopefully more efficient, boiler. I'm satisfied that this is a fair outcome and I won't be asking BG to do any more.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 14 October 2020.

Debra Vaughan

**Ombudsman**