

The complaint

Mrs L's complaint is about the handling of a claim made under her central heating insurance policy with British Gas Insurance Limited.

What happened

I issued a provisional decision on this matter in November 2020, part of which is copied below:

"On 30 December 2018, Mrs L called British Gas as her radiators were not working. Her daughter had apparently bled them the day before but they were still not heating up. British Gas sent one of its contractors out the next day. He did not have a radiator key and so could not check if they needed bleeding again. He said that a power flush was needed which Mrs L would have to pay ... for, as it was not covered by the policy. Mrs L was left without heating for several days until the quote of £685 for the power flush was sent out to her. When she received this Mrs L called to query the cost and why this problem was not covered under the policy.

Mrs L was unhappy with the response and so decided to cancel her policy with British Gas. She arranged for an independent contractor to carry out the power flush at a cost of £358. While carrying out the power flush, the contractor told Mrs L that the tap to the feeder tank in the loft had been turned off, so it was empty. He told her this was why the radiators had stopped working, because there was not enough water in the system. Mrs L says she thinks the tap in the loft was turned off by a British Gas engineer a few years earlier. She recalls calling an engineer out due to the overflow on my heating system dripping from the loft, and she says he turned the tap off, rather than replace the ballcock.

Mrs L is very unhappy about this. She says the power flush was not necessary and in addition, when the tap to the feeder tank was turned on and the system was re-filled she discovered that the British Gas engineer had loosened a pipe in my airing cupboard which sprayed water. Luckily Mrs L's daughter caught it in time, so the contractor could tighten the pipe, which prevented what could have been considerable water damage.

Also once the power flush done was done, Mrs L's contractor said the pump needed replacing and water was pouring out of the overflow, because the ball tap in the feeder tank was faulty. Mrs L says this water stained her back wall. Mrs L had the ball tap replaced by a relative. But she is unhappy she incurred the expenses of the power flush and the new pump, which she says would not have been necessary had the engineer checked the feeder tank.

Mrs L also says she had to call British Gas several times regarding this issue, it has repeatedly failed to respond to her calls, or if it does it is with a delay and all responses have been unhelpful. The policy also says it covers radiators and they will be checked, but she doesn't recall them ever being looked at during any annual service. British Gas says the engineer that attended in December 2018, was using a spare van which is why he didn't have a radiator key. The engineer took a water sample and found it to be thick black and his magnet stuck to various pipes in the airing cupboard. This is why a power

flush was recommended. Mrs L's engineer must have left the feeder tank tap on, after doing the power flush, for water to have escaped via the overflow pipe. But the water should by then have been clean and not caused any staining to the outside wall.

It has no record of any of its engineers having turned off the tap to the feeder tank and no record of any call out for a problem with this tank or the ball tap. British Gas also says it would not check these parts of the system during a normal annual service and so denies its engineers turned this off.

British Gas also says the pump would normally need to be removed to do the power flush and it probably needed to be replaced because it was clogged up with sludge and debris from the water in the system. It offered to replace the ballcock but Mrs L refused this and it offered £50 as a goodwill gesture.

One of our investigators looked into the matter. He didn't think there was enough evidence that British Gas had turned off the stop tap. He said Mrs L had chosen to go ahead with the power flush and it is likely this had a positive effect on her heating system overall, so he didn't think the cost of this should be reimbursed, or that it was wrong for British Gas to have recommended it.

The investigator did however agree that the engineer did not investigate the problem with the heating properly - he was called out due to a problem with the radiators and yet still came without a radiator key – and the investigator felt that the engineer should have found the stop tap issue. He therefore recommended that British Gas pay an additional £100 compensation (£150 in total).

Mrs L accepted the investigator's assessment but British Gas does not, so the matter has been passed to me.

What I've provisionally 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.

Mrs L is adamant that it must have been British Gas that turned off the stop tap. She recalls a problem with an overflow pipe that she is sure that British Gas came out to resolve. The records provided by British Gas show that there were three entries for 2015 but none of which appear to be about the overflow pipe. However, there are only very brief notes about each attendance and British Gas has not provided copies of all its call notes, which would record what Mrs L reported to it.

Mrs L has had cover with British Gas for several decades and it is unlikely in my opinion therefore that she would have called anyone else out to deal with a problem with her heating system. In addition, she had a stroke a few years ago and it is therefore unlikely she turned the stop tap off herself. Overall, it is unlikely that anyone other than British Gas turned off the tap to the feeder tank located in the attic. In any event, the engineer that attended in December 2018 should have investigated properly – including by having a radiator key - and it would have been a simple matter to find that there was not enough water in the system and restore some heating.

I have to consider what would have happened had he done so. It is possible the power flush would not have been needed. However, it does appear that the water in the system was contaminated and this might still have been required. So, I am not persuaded that British Gas needs to reimburse this cost. However, it meant Mrs L was left for around a week with inadequate heating, which could have been avoided. I consider that some compensation is

appropriate for this.

In addition, the pump and the ballcock needed to be replaced. Mrs L says this meant that water was escaping from the overflow and caused staining to her outside wall. I am not persuaded British Gas should pay to repaint the affected area, as this is might have happened at any time, given the ballcock needed replacing.

However, both these parts would have been covered by the policy, had Mrs L not cancelled it. She only cancelled it in dissatisfaction at the service provided in relation to this claim. I therefore consider it reasonable for British Gas to reimburse the cost of installing the new pump, or arrange for it to be replaced if it has not yet been replaced. I have not seen any evidence of the cost of that and so Mrs L would need to provide that.

I note Mrs L's brother fitted the new ball tap for her free of charge but consider British Gas should pay the amount of £50 it offered towards this.

Mrs L says British Gas's engineer left a pipe loose in the airing cupboard, which started leaking. She says her engineer was able to stop it before any significant damage was done. British Gas has not disputed this and it appears its engineer did test pipes in the airing cupboard and may have taken the water sample from a pipe in there. I am therefore satisfied that this could also have been avoided.

Finally, Mrs L also says the annual services have never included checking the radiators. My understanding is that an annual boiler service would not normally entail checking all the radiators although I note that the annual service visit checklist provided by British Gas includes "radiators and visible pipework checked for water leaks and operation". Mrs L says that one radiator in particular has not worked properly for some time before this claim. It would have been preferable that British Gas checked the radiators periodically but I am not persuaded that there is ...[any] particular obligation for it to do so.

As mentioned, some compensation is appropriate and I consider that £200 is warranted to compensation for the poor service, including being without adequate heating for a week in January 2019, while waiting for quote for the power flush.

My provisional decision

I intend to uphold this complaint against British Gas Insurance Limited and require it to:

- 1. reimburse the cost of the new pump, together with interest at 8% simple per annum from the date Mrs L paid for this work, to the date of reimbursement;*
- 2. pay £50 for the new ballcock (if it has not done already); and*
- 3. pay £200 compensation for the distress and inconvenience caused to Mrs L by its handling of her claim."*

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or evidence they want considered.

Mrs L has confirmed she accepts my provisional decision.

British Gas accept that the repairs to the pump and ballcock would have been covered by the policy, so agrees to pay for these. However, it does not accept that it should pay any additional compensation to Mrs L. British Gas says it did not cause the problem with the boiler and, as the power flush was not covered by the policy, Mrs L could have got a quote

privately herself if she was not happy to wait for its quote. It also says that any call notes would only have said that an appointment was booked: *“we would not take the nature of the appointment as the call takers are not technical”*. The engineer would then assess the situation on site and would leave job notes. None of the job notes record that the stop tap was turned off and none of the jobs attended to would have required this. It therefore denies it is responsible for the position Mrs L found herself in.

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.

As stated in my provisional decision, I think it is unlikely that anyone other than a British Gas engineer turned off the stop tap in Mrs L’s home, for a number of reasons. However, I also acknowledged that the evidence about this was inconclusive. For that reason, it would have helped to have British Gas’s full file in relation to this matter, including the call notes. It says these would only have recorded that an appointment had been made. However, from experience I know that they would also have recorded the reason why Mrs L was calling British Gas out in the first place and her description of the problem. As stated in my provisional decision, the job notes are very brief and while British Gas says none of these attendances would have necessitated one of its engineers turning off the stop tap, I am not convinced that can be concluded from the limited information available. So it would have been useful to have the call notes. However, having concluded I think it is likely that a British Gas engineer turned this off, this is not the only reason that I concluded it should pay compensation to Mrs L.

I also concluded that the engineer that attended in December 2018 should have investigated properly – including by having a radiator key – and if he had done, he would probably have been able to find that there was not enough water in the system and restore some heating for Mrs L. Instead she was left with no heating or hot water for around a week, while waiting for the power flush quote. I provisionally decided that the power flush might still have been needed but it seems likely that some heating and the hot water could have been restored in the meantime. It was for this reason that I concluded British Gas should pay £200 compensation and I am not persuaded to change this.

I am pleased to note that British Gas has now agreed to pay the other repair costs. So, having considered all the evidence and arguments again, I am not persuaded to change my provisional findings.

My final decision

I uphold this complaint against British Gas Insurance Limited and require it to:

1. reimburse the cost of the new pump (upon production of satisfactory evidence of this work and the cost), together with interest at 8% simple per annum from the date Mrs L paid for this work, to the date of reimbursement;
2. pay £50 for the new ballcock (if it has not done already); and
3. pay £200 compensation for the distress and inconvenience caused to Mrs L by its handling of the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 7 January 2021.

Harriet McCarthy
Ombudsman