

## **The here complaint**

Ms S has complained about damage caused by a powerflush that British Gas Insurance Limited (BG) advised her to have following a leak.

## **What happened**

Throughout 2019 Ms S had problems with her heating system. On 3 December 2019 a leak occurred from the loft into her son's bedroom below. She called BG with whom she had a HomeCare agreement. BG's engineer diagnosed that the system was over venting and he reduced the pump speed to minimise the problem. It was suggested that Ms S had her system powerflushed. BG provided a quote, but it wasn't able to attend until January 2020. It recommended that Ms S contact another company, company DW. Company DW carried out a powerflush on Friday 13 December.

Ms S says that within an hour of the powerflush being completed, a considerable amount of water was dripping from the ceiling in her son's room, down the wall and over a chest of drawers. She contacted BG who sent an engineer out of hours the same day. He said that the powerflush hadn't been done properly. He turned the heating pump to its minimum setting as a temporary measure to prevent further leaking. He suspected a blocked cold feed after the powerflush. He said this would need to be rectified but an engineer wouldn't be able to attend to do this until the following Monday, 16 December.

Ms S says this affected her arrangements for Friday evening, and she was left with inadequate heating over the weekend. She booked a day off work on the following Monday for the appointment with BG, but the engineer didn't show. When she contacted BG she was told that the appointment had been removed from its system in error. A new appointment was scheduled for 20 December, and Ms S arranged another day off work.

The BG engineer who attended on 20 December cut out the restricted cold feed. He also noticed that the tank was leaking and a new one was required, which he ordered. He returned to fit this on 23 December. Ms S had to take another day off work.

Ms S complained that her central heating system still wasn't effective and radiators still weren't hot enough. Parts of the house were colder than others and the radiator in her bedroom made a gurgling noise. BG returned on 14 February and adjusted radiator valves and checked the flue in the loft. It returned again on 7 March and balanced the system, changed the pump setting to prevent air in the system, and reported that all radiators were hot with no cold spots. Ms S was told to monitor the situation. She says that there were still noises from her radiator.

She says that the powerflush didn't rectify the problems, wasn't necessary, and the subsequent leak caused considerable damage. She also says she never agreed the cost of the powerflush.

BG has said that from 2013 Ms S had been advised on a number of occasions to have her system powerflushed. It says it had previously replaced her heat exchanger, which is a sign of the presence of sludge. A new pump had been fitted in March 2019 which also indicated a hot water flow problem due to sludge. It says that even after the new pump was fitted there

was still an issue, which is a clear sign that there is sludge in the system. It says it advised Ms S in March 2019 on a filter to remove sludge in the system but this was declined.

BG says it's in no doubt that a powerflush was needed based on what had been recorded in its visit history. The issue after the powerflush was a restricted cold water feed and a leak on a tank. The tank was replaced and the cold water feed replaced.

BG says it contacted contractor DW about Ms S's complaint, and it offered to arrange for the wall in Ms S's son's bedroom to be repaired, but not the ceiling as there was pre-existing damage. Contractor DW offered £60 for the damage to the chest of drawers, and BG offered £100 as a gesture of goodwill as it hadn't been able to attend before January 2020, and for the inconvenience and distress caused.

Ms S brought a complaint to this service as she isn't satisfied with how BG has resolved matters. She says it has caused her stress and upset, and she had to use a number of days of annual leave from work to accommodate BG visits. She says she'd like her son's room and the ceiling repaired, and that she shouldn't be paying for a powerflush that was done incorrectly and which caused damage. She says she didn't agree to the fee for the powerflush.

Our investigator advised Ms S that this service couldn't consider her complaint to the extent that it related to the powerflush itself. In relation to the other areas of Ms S's complaint, his view was that he didn't consider that BG should be required to do anything more than it had offered to do.

Ms S doesn't agree with our investigator's view and has asked that her complaint be referred to an ombudsman. It's therefore been passed to me for a final decision.

### **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.

I'm not going to uphold Ms S's complaint and I'll explain why.

As our investigator has correctly informed Ms S, this service only has jurisdiction over matters arising from contracts of insurance. BG's HomeServe agreement is a contract of insurance, although it does include some non - insurance services, such as annual boiler checks. It specifically states that it doesn't cover powerflushing in the following terms:

*"Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. British Gas Powerflush is our way of removing that sludge from your system. We'll tell you if your system needs a powerflush to work properly. You'll need to pay for it separately – it isn't included in your cover."*

So I'm unable to address any matters arising from the contract for the powerflush as this would be outside the jurisdiction of this service, and that includes any issues about its cost, and payment for it. Ms S will have to address these directly with BG.

I can however look at what BG did or failed to do before the powerflush and after it as this was work carried out under the insurance element of Ms S's HomeServe agreement.

BG visited Ms S when she reported a leak through her son's bedroom ceiling on 3 December 2019. BG attended and advised a powerflush. It reduced the pump speed to

reduce any issues until a powerflush could be carried out. I've no reason to believe that wasn't an appropriate course of action in the circumstances.

After the powerflush by DW, the leak worsened and caused further damage. In my opinion BG isn't responsible for this. I'm satisfied that it was reasonable for BG to have advised a powerflush – it had made such a recommendation on a number of previous occasions, and the parts it had previously replaced suggested that there was a sludge problem.

When Ms S called BG to deal with the leak that followed the powerflushing, BG responded out of hours the same day and turned the heating pump to its lowest setting to prevent further leaking until a proper repair could be done. An appointment was made for the following 16 December and Ms S had the inconvenience of having reduced heating over the weekend. Through a BG error, this appointment wasn't kept by BG. Another appointment was made for 20 December.

In this respect I consider that BG's service was unsatisfactory. Because of BG's failure to attend the appointment on 16 December, Ms S had the inconvenience of having to take an additional day off work on 20 December.

It's my view that BG's offer of £100 compensation is fair and reasonable to cover the missed appointment on 16 December.

But I consider that it would be unreasonable to require BG to pay for the decoration of Ms S's son's bedroom ceiling following the powerflush as this had already suffered damage from the leak reported before the powerflush for which BG wasn't responsible. To the extent that there was also damage to the walls, this again followed from the powerflush and so I have no jurisdiction over the matter.

As to the continuing problems that Ms S had with her heating system, I can appreciate Ms S's frustration that despite her powerflush her system still wasn't operating to the expected level. BG attended again on 14 February and 7 March 2020 and made adjustments to balance her system and remove air.

I can't say that BG has done anything specifically wrong here. It's often the case that the root cause of a problem can be hard to identify correctly straight away and that some trial and error is necessary. Whilst this can cause inconvenience, not every inconvenience justifies compensation. For us to award compensation, we need to decide that the impact of a business's actions has been greater than just a minor inconvenience or upset, more than the inconvenience and upset that happens from time to time in our day-to-day lives and in our dealings with other people and businesses. We're unlikely to tell a business to pay compensation unless what the business did or failed to do had a significant impact on a particular customer. With regards to the visits by BG needed to get Ms S's heating system to work as expected, I don't consider that this threshold has been reached.

### **My final decision**

For the reasons I've given above, I'm not upholding Ms S's complaint and I don't require British Gas Insurance Limited to do anything other than to pay her the compensation it has previously offered her unless it has already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 7 June 2021.

Nigel Bremner

**Ombudsman**