

## **The complaint**

Mr J has complained about the level of service he received from British Gas Insurance Limited (British Gas) during a claim made under his home emergency insurance for a property that he rents out.

## **What happened**

Mr J contacted British Gas to report that the downstairs radiators weren't functioning properly at a rental property he owns.

On 1 November 2020 an engineer attended the property and advised that a power flush was needed. Mr J had a power flush completed by a third-party engineer who advised the pump was weak and said that he'd closed off four radiators to complete the power flush.

The problems persisted after the power flush and Mr J complained to British Gas on 9 November 2020 about this.

A British Gas engineer returned to his property on 14 November 2020 and adjusted a leaking valve. It was also noted during this visit that four radiators hadn't been flushed and the pump was still in place. As the flush hadn't been fully completed the engineer advised Mr J to raise this with the third-party engineer that had completed the power flush.

Mr J contacted British Gas again on 20 November 2020 by phone and email as he was unhappy that a response to his complaint hadn't been received and the pump hadn't been replaced. He called again on 25 November 2020 as there were still issues with the heating.

Mr J chased a response to his complaint on 31 December 2020 and was advised that British Gas had eight weeks to respond.

Mr J referred the complaint to this service on 4 January 2021 as he was unhappy that British Gas hadn't replaced the pump and hadn't replied to the complaint. He felt that this was something they should do and asked that they compensate him for the inconvenience caused by the delay in doing this.

On 6 January 2021 a visit had been arranged for a landlord safety check. However, it appears Mr J's agent also notified British Gas that the radiators weren't working, and the engineer completing the check was asked to look into this issue. He reported that a diverter valve was stuck and that he had freed this and the heating was left in a working condition. He also commented that the pump wasn't new but was working and advised Mr J to contact British Gas if there were any further issues.

Mr J called British Gas on 11 January 2021 to report that the heating was working but that it wasn't performing well. So, a further visit was arranged for 16 January 2021.

The engineer that attended on 16 January 2021 reported that the pump was working, and he didn't believe this was causing the issue but replaced it to be sure. After replacing it the engineer found there was little to no improvement to the system. He also reported that the

system struggled to fill up again and the feed and expansion tank was full of sludge indicating the power flush either hadn't been completed fully or was done incorrectly.

As British Gas were unable to answer Mr J's complaint in time, they sent him a summary resolution communication on 14 January 2021 and gave him referral rights to this service.

After the complaint was referred to this service British Gas confirmed the pump had been replaced and offered £100 compensation for the inconvenience caused.

One of our investigators looked into Mr J's complaint and felt that British Gas had made a fair offer of compensation to put things right for him. But Mr J disagreed, saying the pump should have been replaced before the flush, and the power flush couldn't be completed properly because of the weak pump. He said that British Gas hadn't completed a water test which was the only way to test the success of the power flush. He also didn't think the offer of £100 was fair given the trouble this had caused him and the loss of rent he'd suffered when he agreed a lease renewal with his tenant.

Mr J also complained that the investigator hadn't considered the issues that arose with the flue and felt this should be taken into account. The investigator explained that as this didn't form part of his original complaint to this service and the matter was still on going with British Gas, we wouldn't be considering the issues with the flue.

As an agreement couldn't be reached the case has been 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.

Mr J initially complained to British Gas about the radiators not working and the pump not being replaced when he believed it should have been. After he complained to British Gas about this, but before he referred the complaint about the pump to this service, issues with the flue were identified. I'll address Mr J's concerns about the flue at the end of this decision.

#### Issues with the radiators and pump

I've first considered whether British Gas have acted fairly and reasonably when investigating the issues Mr J reported with the radiators between November 2020 and January 2021, and whether the compensation offered fairly recognises any inconvenience caused.

Having reviewed what happened between the engineer first attending on 1 November 2020 and the pump being replaced on 16 January 2021, I've come to the same conclusion as our investigator on the merits of the complaint. I will explain why.

Mr J is of the opinion that the pump should have been replaced before a power flush was completed. However, I note that page 10 of the policy terms and conditions explain that the policy cover is limited to "*All repairs to:.... the controls that make the boiler work including the.... central heating pump*". As the pump was working at the time of the first engineer's visit, and didn't need to be repaired, I don't agree it would have been reasonable to replace this before a power flush had taken place.

It's clear from the engineer's notes that either a power flush was needed or the power flush that had been performed wasn't fully or properly completed, evidenced by the remains of sludge in the system. Mr J has said the third party he employed turned off four radiators to

increase the pressure, but he hasn't provided any evidence from that engineer that this was necessary because of the pump.

Mr J has also said that a system water test wasn't performed, so British Gas have no evidence the power flush that had taken place wasn't completed properly. I've considered Mr J's point here, but I don't think it's unreasonable for British Gas to conclude that the power flush hadn't been completed properly or was incomplete, where sludge was still visible in the system. Mr J was advised to raise this with the third party that had completed the flush, but I can't see he did this.

All of the British Gas engineers that visited the property in relation to this issue were of the opinion that the main cause of the issues with the radiator was sludge and debris in the system. But ultimately, because Mr J was concerned about the pump, British Gas did go on to replace the pump on 16 January 2021, which I think was more than what they were required to do under the policy terms and conditions. However, the engineer reported that following the installation of the new pump, there was little to no improvement of the heating issues.

I understand Mr J believes the pump was the main cause of the issues and should have been replaced sooner. But based on the evidence available to me, I'm more persuaded by the expert engineer's comments which suggest the main cause of the issue was sludge and debris in the system and this isn't covered under the policy. The engineer's notes following the visit to the property on 1 November 2020, recorded: "*Confirmed blockage in system water jet black advised power flush/boiler*". British Gas alerted Mr J to this on 1 November 2020 and noted the power flush he'd had completed wasn't successful on 14 November 2020 and again on 16 January 2021, but it doesn't appear Mr J arranged for any further cleaning or system flushes until after the engineer's visit on 16 January 2021.

It's possible British Gas could have replaced the pump at an earlier date, but the pump was working and replacing it made very little difference to the issue. So, I don't think British Gas' reluctance to replace the pump was unreasonable or delayed the resolution of the issue.

Mr J has complained that he intended to increase the monthly rent on the property by £50 but was only able to achieve £25 because of the issues with the heating. I've considered this but note that the policy doesn't provide cover for loss of rent. However, I have taken this into account in coming to my decision on whether any compensation is due to Mr J for the overall distress and inconvenience British Gas' handling of his claim has caused.

I can understand Mr J was frustrated by the lack of response to his complaint, but I can't see that he suffered a detriment because of this. British Gas responded to Mr J giving him his referral rights to this service ten days outside of the 56 days they are allowed. However, it appears Mr J was aware of his right to complaint to this service as he contacted us on 4 January 2021 which was exactly 56 days from him raising a complaint. I appreciate the wait and the lack of a final answer would have been frustrating for Mr J, but I don't think it's had a material impact on the resolution of his complaint.

I'm pleased to see the pump has been replaced to reassure Mr J, but I do think that British Gas could have been clearer with him throughout the process and I'm of the view that Mr J was caused some inconvenience by the lack of clarity. British Gas has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

#### Issue with the flue

After Mr J had complained to British Gas about the radiators not working and the pump not being replaced as quickly as he thought it should have been, issues with the flue were

identified. British Gas provided us with some information about the flue but as this was an ongoing issue and hadn't been raised as a complaint with British Gas or this service, we haven't considered it under this complaint, and we let British Gas know it should continue corresponding with Mr J on this matter.

A business must be given an opportunity to resolve a complaint before this service can consider it. As the issue with the flue was ongoing and a complaint hadn't been raised, I don't think this has happened in relation to the flue. So, given this issue didn't form part of the original complaint to British Gas or this service it wouldn't be appropriate for me to consider this here.

If Mr J remains unhappy with how British Gas have handled the flue issue, he would need to raise a complaint directly with British Gas and if he remains unhappy with their response or no response is given within the eight weeks allowed Mr J can ask us to look at this.

### **My final decision**

British Gas Insurance Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, for the reasons set out above, my final decision is that British Gas Insurance Limited should pay Mr J £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 12 October 2021.

Carolyn Harwood  
**Ombudsman**