

The complaint

Mrs L is unhappy about information provided by British Gas Insurance Limited (British Gas) during visits under her home emergency policy.

What happened

British Gas carried out an annual service on Mrs L's boiler under her British Gas HomeCare policy. During the visit, the engineer said her central heating system needed a powerflush. A few days later, the boiler stopped working. So, another engineer visited to fix the boiler. During that visit, Mrs L discussed the powerflush with the engineer.

Mrs L complained to British Gas that her boiler stopped working very shortly after its annual service and that the annual service had been delayed by six months. She wanted an explanation for this. Mrs L also said that the engineer hadn't explained that the powerflush lifetime guarantee required Mrs L to continue to have a HomeCare policy for it to be valid.

British Gas spoke to Mrs L on the phone and explained that a boiler could fail at any time. It said that the powerflush hadn't been mis-sold to Mrs L because she hadn't yet agreed to the powerflush and it hadn't taken place.

Mrs L then agreed to the powerflush and it took place several days later.

Mrs L complained to this service. Our investigator didn't uphold the complaint. He said that it wasn't clear what was discussed during the engineers' visits, but it was clear that Mrs L was aware of the terms and conditions of the powerflush before she agreed to it taking place.

As Mrs L did not agree, the complaint has been referred to me.

I issued my provisional decision on 9 March 2021. In my provisional decision, I explained the reasons why I was planning not to uphold the complaint. I said:

When Mrs L complained that her boiler had stopped working, she said that it had been serviced six months later than it should have been. I've looked at the dates of the service and can see that the annual service visit that forms part of this complaint took place more than a year after the previous one. I've also looked at the terms and conditions of the policy and these described an annual service as:

"a check in each period of agreement to ensure that your gas boiler, appliance or central heating, and ventilation is working safely and in line with the relevant laws and regulations."

So, the terms and conditions said that an annual service would take place during each period of agreement, not every twelve months. I've looked at when the annual services took place and can see that the first service took place during one period of agreement and that the second service took place during the next period of agreement. Although, this was more than 12 months after the previous service, I'm satisfied that British Gas carried out the annual services in line with the terms and conditions.

Mrs L has said an engineer told her that there was a lifetime guarantee if the powerflush was carried out by British Gas. However, she was unhappy that the engineer didn't tell her she would need to have the HomeCare policy in place for the guarantee to remain valid.

I'm aware that Mrs L has said the engineer should have discussed the full details with her during his visit, including how the lifetime guarantee worked. She also said that she didn't have time to read the "small print" of policies due to her personal circumstances.

I've looked at what happened and can see that, shortly after the second engineer's visit, Mrs L complained about the engineer not fully explaining the powerflush terms and conditions and that he hadn't made her aware of the need to continue to have the policy in place. This was before Mrs L agreed to the powerflush and several days before the powerflush itself took place.

I don't know exactly what was discussed during the engineers' visits. But, the discussions with the engineers didn't commit Mrs L to having the powerflush. The engineers also provided Mrs L with a written quote for the powerflush. Mrs L seems to have been aware of how the lifetime guarantee worked because this was the basis of her complaint when she contacted British Gas shortly after the visit. So, I think the engineers provided Mrs L with information about the terms and conditions of the powerflush, even if they didn't explain all of the details during their visits. I'm also satisfied that after talking to the engineers Mrs L had the opportunity to contact British Gas with any queries or concerns before making a decision.

So, thinking about all of the above, I don't currently intend to uphold this complaint or require British Gas to do anything further.

I'm aware that Mrs L has said she is unhappy that the lifetime guarantee for the powerflush required her to have a HomeCare policy and that it should have a guarantee regardless. However, I can't look at this part of the complaint. The powerflush itself is a product that is charged for outside of the HomeCare policy. It isn't an insurance product and so doesn't come within the remit of this service.

I asked both parties to send me any more information or evidence they wanted me to look at by 8 April 2021.

Mrs L didn't provide any comments.

British Gas said it had nothing further to add.

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.

Having done so, I've decided to maintain my decision not to uphold this complaint and for the reasons previously given.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 21 May 2021.

Louise O'Sullivan
Ombudsman