

## **The complaint**

Mr J complains that British Gas Insurance Limited damaged his central heating system when carrying out a repair. He would like the company to pay for the cost of replacing the system under his Homecare policy.

## **What happened**

In February 2018 Mr J contacted British Gas because of a problem with his central heating system. An engineer first attended in February 2018. However, problems continued, and a further visit was required in March. At this time the engineer identified a problem with pressure loss in the system. In order to rectify this problem a leak seal product was used.

Several more engineer visits were requested by Mr J throughout 2018 and 2019. The notes from British Gas show that various components of the central heating system were replaced during this time, which were covered under the policy.

Early in 2020 Mr J says he lost confidence in the service he was receiving from British Gas. He contacted the engineer (Mr G) who had installed his boiler in around 2010 and asked him to inspect the system. Mr J commented that at this time he was considering replacing the boiler. Mr G inspected the boiler and system. He concluded the leak seal added to the system had coagulated, resulting in blockages to the valves and pipes.

Mr J agreed that a replacement boiler should be fitted by Mr G, as well as a power flush of the heating system. In a letter provided in support of Mr J's complaint, Mr G confirms that two power flush attempts were required. He says this was because of the large amount of material that needed removing from the system. This also resulted in additional labour costs and the cost of replacement valves.

Mr J contacted the manufacturer of his boiler to query whether the use of a leak seal product was advisable. He has supplied a copy of an email response. The manufacturer says it does not recommend the use of leak seal products with its boilers. It comments that its boilers are not compatible with this type of product.

Our investigator decided not to uphold Mr J's complaint. He concluded that British Gas had not had the opportunity to inspect the system prior to it being flushed out and the boiler replaced.

The investigator acknowledged Mr G's view that the system had become blocked because of the use of a leak seal by the British Gas' engineer. However, British Gas and Mr J disagreed that this was the cause of the problem. British Gas maintains the use of leak seal products is common practice and cannot cause the damage claimed.

British Gas also commented that Mr J's photographs of the sludge flushed from the system must have accumulated over many years.

Having considered all this information our investigator felt it was unfair to make British Gas pay for the work already carried out. This is because there were two valid and clearly

opposing views for how the problem had occurred. He also felt it was unfair that British Gas had not had the opportunity to inspect the system prior to the components being replaced and disposed of.

Mr J asked for an ombudsman's review of his complaint.

### **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 have decided not to uphold Mr J's complaint, and I will explain why.

Mr J had a "*HomeCare Three*" policy with British Gas, which was taken out in 2018. This is an insurance product that ensures repairs are carried out when faults occur with the heating, plumbing and drainage systems.

Mr J's complaint is not about the cover provided by the policy. His complaint is that a British Gas engineer caused a build-up of sludge in the system by adding a leak seal product. He believes this resulted in the need for a new boiler, various other components and a system flush.

As mentioned above Mr J received an email from the boiler manufacturer. This says "*...do not recommend any kind of leak sealer it is not compatible*". The email signature shows this was received from a Technical Assistant from the manufacturer. However, as stated by our investigator there is no information that clarifies why leak sealant is not recommended.

The response from the manufacturer does not confirm what can happen if leak sealant is used, or link this to the creation of sludge in the system.

British Gas was given sight of this information. It responded to say "*...the boiler manufacturer, has told Mr J that they don't recommend that sealant is used in their boilers, this is commonly used industry-wide with all makes of boilers, and remedies very small and otherwise undetectable leaks. [Brand of leak sealant used] have said that their sealant does not cause sludge. Also, if sludge were present in Mr J's boiler or system then he would have experienced heating problems, and we have received no such reports from Mr J*".

In the letter provided by Mr G about the condition of the heating system, he says "*...the worst case I have come across where a leak sealant had coagulated with the normal particles usually found*".

British Gas and Mr G have very different views on the potential for leak sealant to cause a build-up of sludge. I do not dispute the integrity of Mr G's opinion on this point. However, I must consider both sides of the argument. Other than Mr G's opinion, there is no other information, I have seen, that shows this product can cause a build-up of sludge in the way described.

Further comment was provided by British Gas on this point, in response to the photographs Mr J sent of the sludge that was removed by the power flush. It states:

*"The photos show very heavy deposits of sludge removed for this customer system. In most cases this is due to the system "letting in air" and the oxygen then allowing the corrosive process to take place, and this causes rust / corrosion and potentially **bacterial growth***

*which can have a gelatinous type appearance, and this is what can be seen in the photos. This takes potentially many years to get as bad as the photos show. This gelatinous appearance is what the customer's original third-party engineer thinks is caused by the leak sealer, but it is not. Leak sealer is added to boilers umpteen times a day and does not cause what is seen in the photos."*

The response from British Gas also says:

*"I have spoken to a couple of very experienced engineers and they have said that what is shown in the photos is what you find in the bottom of the radiators with a heavy sludge build up over a long time, and they have seen this issue before numerous times."*

As mentioned above, British Gas, did visit Mr J's home to repair the heating system on several occasions throughout 2018 and 2019. However, it was not given the opportunity to inspect the system, the sludge or failed components, prior to the system flush and replacement work being completed.

I agree with our investigator's view, that it would have been appropriate to have allowed British Gas the opportunity to inspect the system prior to the work that was carried out. Particularly as Mr J has requested it covers the cost of the new boiler and repair work. Unfortunately, in completing the work all evidence has been removed and disposed of.

I also note British Gas' comments that it would have liked the opportunity to analyse the heating system water. It says this would have allowed it to consider Mr J's claim that the leak sealant had coagulated to form the sludge. I agree that this would have been helpful to identify a link.

Based on the information I have seen, I am not satisfied that a link has been established between the use of leak sealant and the need to replace Mr J's boiler and the associated work. On balance I think it is more likely that sludge has built up over time in the system, and this contributed to its deterioration, again over time.

Ultimately it was Mr J's decision to replace the boiler, flush the system and replace defective parts. For the reasoning already given here, I do not agree that it has been shown that British Gas caused the deterioration to the system by using a leak sealant.

### **My final decision**

My final decision is that I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 August 2021.

Mike Waldron  
**Ombudsman**