

The complaint

Mr A has complained about the service he received from British Gas Insurance Limited (BG) under his HomeCare policy when he had a problem with low water pressure in his heating system.

What happened

In 2008 Mr A had a new boiler installed. He says that from around 2017 he had to call out BG on numerous occasions because of problems with the pressure of his hot water system.

When an engineer attended in March 2018, he recommended that "as a last resort" Mr A should have a Powerflush before looking at getting a new boiler. Mr A says he was told that if this didn't work, the cost would be offset against the cost of a new boiler. Mr A paid for a Powerflush on 11 April 2018 but the low water pressure issues with the boiler continued.

Mr A was reluctant to purchase a new boiler, but in December 2020 he was offered a "friends and family" discount on a new boiler by one of the BG engineers. He obtained a quote for a new boiler and whilst the friends and family discount was applied to this, the £800 he'd spent for his Powerflush was not. Mr A complained to BG about this but his complaint wasn't acknowledged.

In January 2021 Mr A contacted the manufacturers of his existing boiler. They expressed surprise that he was considering replacing his boiler given its age and the fact that spare parts for it were readily available.

Mr A says that he didn't understand the Powerflush procedure and would have had no reason to proactively request it, or to question the engineer's technical knowledge and diagnosis. He also says that he was told by BG that a Powerflush would be "an irrelevant solution" for low water pressure but that he knew what he was signing up for. He maintains that the Powerflush was an unnecessary waste of £800 and did not resolve the water pressure problem he had. Nor did he need a new boiler on which he could have spent £2,000. He believes BG has treated him unfairly on two occasions.

Mr A wants to be reimbursed what he spent on a Powerflush and compensation for the trouble and upset caused by BG's poor service and its attempts to sell him a new boiler that he didn't need.

In its final response to Mr A's complaint, BG has said that a Powerflush was the correct course of action – a blockage had been noted at a visit on 8 February 2014. It denied there had been any agreement to apply the cost of the Powerflush towards a new boiler, and it apologised for any misunderstanding about this. A new boiler had been recommended due to the age and efficiency of Mr A's existing boiler and he'd been offered friends and family discount as a goodwill gesture as he wasn't actually entitled to this, which represented a greater reduction on the cost of a new boiler than the cost of the Powerflush.

Mr A wasn't satisfied with BG's response to his complaints and brought them to this service. Our investigator didn't think there was enough evidence to suggest that a Powerflush was

necessary and recommended that BG should refund to Mr A the cost of the Powerflush and pay him interest on this. He didn't address the potential sale of a new boiler as Mr A didn't buy one and so hadn't suffered any financial loss. He also didn't address Mr A's complaint about BG's handling of his complaint as he considered that this was outside the jurisdiction of this service.

BG doesn't agree with our investigator's view and I've considered the points that it makes in response to it. Mr A takes issue with the factual accuracy of some of what BG says in its response.

Mr A's complaints have now been referred to me for a final decision from this service.

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 partially upholding Mr A's complaints and I'll explain why.

I've seen from BG's internal correspondence that it accepts that neither the Powerflush nor a new boiler were appropriate to fix the problem that Mr A was experiencing with his pressure. Mr A says he was encouraged by BG to have both. In its response to our investigator's view, BG says:

"We then attended in 2018 and cleaned the pressure relief valve of muck. This can be attributed to pressure loss, but wasn't the reason for quoting for the Powerflush again, the reason was the quality of the water in the customers system."

There's no direct evidence that BG's engineer told Mr A on 19 March 2018 that a Powerflush would address his pressure problem. The engineer is no longer with BG. But as a Powerflush was going to cost Mr A £800, I don't think it likely that he would've agreed to pay this if he hadn't been led to believe it would solve the problem he then had, and avoid the need for a new boiler. He says he was told by the engineer that a Powerflush was a "last resort", which suggests it was a final attempt to address the pressure problem.

BG has said that a Powerflush was necessary, otherwise it's engineers wouldn't have continued with one. BG's visit records don't show a history of problems that are usually associated with a lot of sludge in the system. A blockage was cleared in February 2014, over four years before the Powerflush was undertaken. Other than a record of a blocked pressure gauge in March 2018, there is nothing in BG's visit records that suggests a significant or ongoing sludge problem. So I'm not persuaded that a Powerflush was necessary as opposed to being merely desirable.

It's therefore my view that a Powerflush wasn't going to address any problem that Mr A had at that time with his pressure, and that there was no pressing need for one. I consider that it would be fair for BG to reimburse him for the cost of this.

Turning to Mr A's other complaints, I've noted what he says about BG's attempts to interest him in a new boiler. This was not on the ground that there was anything substantially wrong with his existing boiler but because it wasn't A-rated and therefore not efficient, and were it to break down a replacement part might not be available. Mr A says that the boiler's manufacturers told him there is no problem with the availability of parts.

I agree with our investigator that as Mr A didn't end up replacing his boiler, he hasn't suffered any financial loss. His concerns about the level of discount he should receive are

therefore academic. Mr A was inconvenienced by meetings to discuss a new boiler, but I agree with our investigator that compensation for his wasted time can be addressed by the payment of interest on what he had to pay for his Powerflush.

I also agree with our investigator that we can't look into complaints about complaint handling as this isn't a regulated activity and is therefore outside our jurisdiction.

My final decision

For the reasons I've given above, I'm partially upholding Mr A's complaints.

I require British Gas Insurance Limited to reimburse to Mr A the sum he paid it for his Powerflush and to pay him interest on the sum payable at the simple rate of 8% a year from the date he paid this to the date payment is made to him.

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from the interest payable, it should tell Mr A how much it's taken off. It should also give Mr A a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 March 2022.

Nigel Bremner
Ombudsman