

## **The complaint**

Mrs M complains that British Gas Insurance Limited (BG) completed and charged her for an unnecessary power flush after she claimed under her policy for a fault with her central heating.

Mrs M had a HomeCare Four policy with BG, which provided her with home emergency cover for her central heating. Mr M brought the complaint on her behalf so, for ease, I'll refer mainly to him throughout my decision.

## **What happened**

Mr M reported a fault with the central heating to BG and claimed under the home emergency cover. BG carried out around eight appointments before it fixed the problem. During that time, it quoted for a power flush, which Mr M accepted.

BG eventually fixed the problem, but only after replacing the filter, which had clogged up. Mr M complained to BG because he didn't think the power flush was necessary. He said BG could've simply replaced the clogged filter sooner and he and Mrs M wouldn't have been left without heating for so long during winter. Mr M was also unhappy that BG didn't send an accurate invoice for the power flush and, because he didn't pay it, BG threatened debt collection action.

BG agreed the invoice was incorrect and it acknowledged some service shortfalls, for which it paid £105 compensation. But it said the policy wouldn't have continued to provide full cover without the power flush.

Our investigator found that BG was aware of Mrs M's health conditions and concluded that BG should've done more to help while heating was unavailable during winter months. For the overall shortfalls in service, our investigator recommended that BG pay Mr and Mrs M a further £145 to bring the total compensation to £250.

Our investigator also concluded that the power flush was unnecessary so BG should cancel the invoice and ensure any detrimental markers were corrected on the credit files.

Mr M felt it was a fair outcome. BG agreed to the increase in compensation, but it didn't think the power flush was unnecessary. It said the policy cover would've been restricted without it, so BG said the invoice, once correctly discounted, was valid.

I issued a provisional decision in July 2022 explaining that I was intending to uphold Mrs M's complaint. Here's what I said:

*provisional findings*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*I've provisionally decided to uphold Mrs M's complaint. But, while I'm minded to uphold the complaint, I'm not persuaded that BG should cancel the full cost of the power flush. Let me explain.*

### **Compensation**

*Both parties agreed that the investigator's proposal to increase the compensation to £250 was reasonable in the circumstances. Having considered the evidence, I agree. Therefore, I don't intend to comment further on this issue, though it will form part of my overall decision.*

### **Power flush**

*The evidence suggests that the cause of the problem was a blocked filter. Both parties agree that sludge/scale caused the blockage.*

*Mr M says he had power flushes completed in 2008 and around 2012 and I have no reason to doubt what he says. However, turning to BG's log of appointments, I see that it recommended a power flush in 2016 and during subsequent visits, but Mrs M declined. BG confirmed that cover is reduced in these circumstances.*

*Looking at the policy, it provides cover for repairs to the heat and hot water system, but it doesn't cover:*

- *Damage caused by limescale, sludge or other debris – if we've told you before that you need to carry out repairs, improvements or a British Gas Powerflush, or a similar process, but you haven't done so*

*The policy clearly states that if BG recommends a power flush and it's not carried out, cover is no longer available for damage caused by scale or sludge. Although it was a chargeable job, it meant Mrs M still had the full cover available to her, meaning BG would repair her system.*

*So, based on this evidence, I can't reasonably say the power flush was unnecessary. If BG hadn't completed the power flush, Mrs M wouldn't have been covered for repairs to her blocked system.*

### **Invoice**

*Mr M said he didn't pay the invoice because it didn't reflect the discount BG had promised. BG confirmed this. If it hasn't already done so, BG should issue a new invoice showing the 10% discount it promised. However, I can't reasonably say BG was wrong to chase payment for a completed service, so I won't be requiring anything further in respect of the debt chasers.*

*I said I was intending to require British Gas Insurance Limited to:*

- *pay Mrs M compensation of £145 bringing the total compensation payment to £250, and*
- *if it hasn't already, issue a new invoice for the power flush to reflect the 10% discount it offered previously.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

BG confirmed it would issue the discounted invoice and pay the additional £145 compensation.

Mr and Mrs M didn't agree with my provisional decision. Although they couldn't locate the 2016 annual boiler service sheet, they provided the checklist for years 2014, 2015, 2018 and 2019, pointing out that none mentioned the need for a power flush.

Further, they said a similar service provider didn't recommend the type of flush BG performed on systems of a similar age to theirs. Mr and Mrs M were unhappy that BG issued the discounted invoice immediately and started chasing payment, and they asked for the invoice to be cleared or, at least, reduced by 50%.

### **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've decided to uphold Mr and Mrs M's complaint, but the outcome remains the same as that set out in my provisional decision. I'll explain.

### **Power flush recommendation**

Mr and Mrs M said they have no recollection of BG recommending a power flush from 2016 onwards.

I've looked at BG's work notes again, and compared them with the annual service checklists Mr M provided. I agree that the checklists don't have any reference to a power flush. However, the work notes show that BG recommended the power flush when attending to faults on 8 March 2016, 6 November 2016, 30 November 2018 and 29 September 2020. None of these dates correspond to the annual service checks so I wouldn't necessarily expect to see any reference to a power flush on them. The evidence suggests that BG recommended a power flush on each of these occasions because there was a fault with the system which they were there to fix.

So, while I have no reason to doubt that Mr M doesn't recollect being given the advice, the evidence suggests that BG did recommend a power flush on four occasions.

### **Age of system**

I understand Mr M's point about a similar service provider saying a different, perhaps gentler, power flush would've been appropriate given the age of his system. However, Mr M also said BG confirmed the flush may cause leaks in older parts of the system. It provided the relevant information for Mr M to make an informed decision before completing a power flush so, based on this, I can't see that BG did anything wrong.

### **Blocked filter**

Mr M said if BG had been sufficiently competent, it would've identified the blocked filter and recommended changing it before suggesting a power flush. He also said BG fitted a magnetic filter which should've reduced the need for a power flush.

Given that BG fitted a magnetic filter, it seems there was already some concern about the sludge present in the system. And the work notes show that BG attended on several occasions to fix faults with the system, so it's not unreasonable to think BG recommended work that might've resulted in a more substantial fix. Regardless of that, I haven't seen anything to persuade me that BG failed to identify something sooner than it should've done, or that the recommendation for a power flush was inappropriate in the circumstances.

### **Invoice**

I understand BG issued a revised invoice reflecting the 10% discount. My provisional decision explained that I was minded to require BG to issue that invoice. For clarity, then, I'll make that requirement again here. In the circumstances, BG may wish to allow Mr and Mrs M extra time to pay, but that's not something I'll require here.

Overall, I haven't seen anything in the evidence, or within Mr and Mrs M's new comments that persuade me BG was wrong to recommend the power flush. Therefore, my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Mrs M's complaint and British Gas Insurance Limited must:

- pay Mrs M compensation of £145 bringing the total compensation payment to £250, and
- issue a new invoice for the power flush to reflect the 10% discount it offered previously.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 7 September 2022.

Debra Vaughan  
**Ombudsman**