

The complaint

Mrs R is unhappy that British Gas Insurance Limited (BG) didn't repair her boiler.

What happened

Mrs R had a HomeCare Four boiler repair policy underwritten by BG. She claimed under the policy when her boiler stopped working properly. BG attended the following day and cleared the airlock.

But the heating still wasn't working properly so Mrs R asked BG to attend again. The second engineer said there was a water circulation issue and noted that there'd been blockages before. BG recommended a power flush to restore heating and hot water.

Mrs R said she didn't receive a quote from BG for three weeks. She arranged for a third-party engineer to complete a repair and asked BG to cover the cost. She also complained about its delays and failure to complete the repair her own engineer had carried out.

BG agreed that it hadn't provided the standard of service it should've done. It removed the £60 policy excess charge and offered compensation of £70. But BG said it wasn't responsible for payment of the repair cost because if it had completed the repair, it would still have been a chargeable job under the policy.

Mrs R didn't think the compensation was enough and she still thought BG should pay for the repair because she hadn't needed a power flush. BG increased its compensation offer to £150, but maintained that the work would always have been chargeable. So Mrs R brought her complaint to us.

Our investigator didn't uphold Mrs R's complaint. In summary, he said BG wasn't responsible for paying the third-party costs because the repair wasn't covered under the policy. He said BG had acknowledged its service shortfall by offering compensation and he thought it was a fair amount in the circumstances.

Mrs R didn't agree. She said the compensation BG offered was derisory and it hadn't taken into account the delays she'd experienced before having her boiler repaired. Mrs R said her engineer hadn't completed a power flush so BG should cover the cost of the repair it should've carried out.

The complaint was 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.

Having done so, I've decided not to uphold Mrs R's complaint. I won't repeat the detail of the complaint again here. Instead, I'll give the reasons for my decision and comment on the evidence where I think it helps explain my reasons.

The HomeCare Four policy doesn't provide cover for a power flush which is needed to clear sludge from the system. This is explained on page 30 of the policy booklet. On page 31, BG confirms that if it has said work is needed, it may not complete further repairs until the work is carried out.

BG's job notes show it diagnosed blockages in the system some years earlier. The notes don't clearly show whether Mrs R was advised to have a power flush before this boiler breakdown.

Mrs R said BG delayed sending her a quote for the power flush, so she made her own arrangements for repair. BG recommended the power flush on 2 October which was four days after the first visit. Mrs R's third-party estimate was dated 4 October. In her complaint letter dated 19 October, Mrs R confirmed the work had already been done.

Based on the timeline, I can't reasonably conclude that BG caused significant delay by not sending a quote sooner. That's because Mrs R arranged to have the work done by a third party in a matter of a few days. So, more likely than not, BG's delay wouldn't have caused any detriment beyond disappointment at its service standard.

Because Mrs R had the work done by a third-party, which she says wasn't a power flush, she thinks BG should pay the cost. The description of the work done by the third-party includes: *fill heating system and treat with power flush chemicals*.

Based on the engineer's description, I think it's fair to conclude that they completed a power flush or similar.

As the policy doesn't provide cover for a power flush, Mrs R would always have needed to pay for the work whether or not it was done by BG. Therefore, I see no reason to ask BG to pay.

BG offered £150 compensation for service shortfalls. Its notes show that it sent a power flush quote on the day of the second visit. However, I have no reason to doubt that Mrs R didn't receive it. So, I accept that there was a service shortfall in respect of the quote. I also accept that BG could've done more on its first visit, which caused a delay of around three or four days. BG removed the £60 policy excess for the callout, which means the overall value of its offer in recognition of the service shortfalls is £210. I wouldn't have required BG to pay compensation of this amount based on the evidence I've seen. Therefore, I see no reason to ask BG to pay any more than its most recent offer of £150.

In summary, I'm satisfied that BG's compensation payment addresses the shortfalls identified, and there's no requirement under the policy for it to pay for the power flush. Therefore, I'm not asking BG to do any more in respect of Mrs R's complaint.

My final decision

For the reasons given above, my final decision is that I don't uphold Mrs R's complaint and I'm not asking British Gas Insurance Limited to do any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 7 July 2023.

Debra Vaughan
Ombudsman