

## **The complaint**

Mrs H has complained that British Gas Insurance Limited delayed in repairing her boiler, and said she needed it powerflushed – which Mrs H feels wasn't necessary.

## **What happened**

Towards the end of 2021, Mrs H's boiler stopped working. She had a Homecare policy with British Gas. So she contacted them to arrange for an engineer to attend and fix the problem.

Mrs H says an engineer was booked to attend in early December. But no engineer attended on that day or on several rearranged appointments. Eventually, an engineer attended at the end of January. He tried - unsuccessfully - to repair the boiler and concluded there was a blockage which would need to be cleared by a powerflush. This wasn't covered by the Homecare policy and cost £840.

A powerflush was completed a few weeks later. But the problems with the boiler persisted, leaving Mrs H and her family without heating or hot water. It was a further three weeks before these were resolved.

Mrs H complained to British Gas about the missed appointments, that they'd been charged for the powerflush. She felt the fact this hadn't worked proved it was unnecessary and she shouldn't have to pay for it. And that the reason it was recommended was because British Gas had failed to complete three of the previous four annual services provided as part of the Homecare package.

British Gas acknowledged annual services hadn't been done and refunded the cost of these. And they said they would send Mrs H a cheque for £250 to recognise the delays and shortcomings in the service she'd received. But they said the powerflush had been necessary and so they wouldn't write off the £840 Mrs H owed for that.

Mrs H wasn't satisfied with British Gas's response and brought her complaint to our service. Our investigator considered the matter and concluded the compensation British Gas had sent Mrs H was fair. But he thought that, in addition, they should waive the £840 invoice for the powerflush, because no evidence had been produced to show this was necessary. British Gas maintained they're entitled to the fee for the powerflush.

The matter was passed to me. I didn't agree with our investigator's conclusions. So I made a provisional decision.

I was satisfied the £250 British Gas had paid Mrs H for missed appointments was reasonable – in the absence of any evidence to persuade me otherwise. In relation to the powerflush, I noted British Gas's job history showed there was a blockage and that the water in the boiler was black. So I was satisfied it was reasonable to suggest a power flush to resolve these issues.

But I also noted the powerflush didn't do that – nor that the actual problem was identified or addressed as a result of its completion. In these circumstances, I provisionally decided the

fairest outcome was for the cost of the powerflush to be split between Mrs H and British Gas, and they pay £420 each.

Both parties have now provided their comments on my provisional decision and the complaint's been passed back to me to make my final decision.

### **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 that, I've noted that both parties responded to my provisional decision by each agreeing to pay £420 for the powerflush. So I'm upholding this complaint for the reasons which I set out in my provisional decision, and which I've summarised above.

### **Putting things right**

I said in my provisional decision that the £250 compensation British Gas had paid Mrs H was reasonable. Neither party has challenged that part of my provisional decision so I see no reason to come to any different conclusion here. I note British Gas had sent Mrs H a cheque for this amount before the complaint was referred to me. On the basis payment has been made, I don't think British Gas need to do anything further in relation to the payment of this compensation.

As I said above, both parties have agreed the cost of the powerflush should be split between them, with each paying £420. So my final decision is they should do that.

Since confirming this, Mrs H has told us she continues to be contacted by solicitors seeking to recover the full cost of £840 from her. This is clearly contrary to British Gas's confirmation to us that they would reduce Mrs H's contribution to £420. So British Gas should instruct their solicitors to cease pursuing Mrs H for payment of £840.

### **My final decision**

For the reasons I've explained, I'm upholding Mrs H's complaint about British Gas Insurance Limited and directing British Gas to:

- Limit the amount payable by Mrs H for the powerflush to £420;
- Instruct their solicitors to cease pursuit of the outstanding invoice for £840.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 3 October 2023.

Helen Stacey  
**Ombudsman**