

## **The complaint**

Mr and Mrs T complain about how British Gas Insurance Ltd handled a claim they made under their home emergency insurance policy.

## **What happened**

The background to this complaint is well known to Mr and Mrs T and British Gas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr and Mrs T tried to make a claim against their home emergency policy as they were having issues with their radiators. An engineer, on behalf of British Gas, visited their property and recommended that a 'Power flush' be carried out on the heating system. This was something not covered under their insurance policy.

Mr and Mrs T later raised a complaint as they felt the power flush wasn't necessary and they'd spent a lot of money on it. They felt the cause of the issues was radiator valves that needed replacing. As Mr and Mrs T were unhappy with British Gas' response to their complaint, they referred it to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Mr and Mrs T remained unhappy, the complaint has been referred to me for a 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

### *The scope of my decision*

I won't be addressing all points raised by Mr and Mrs T. I agree with the reasons (DISP 2.3.1) explained by our Investigator in her assessment for why we can't consider the actual power flush that was carried out. More information on the rules which we have to operate under can be found here: <https://www.handbook.fca.org.uk/handbook/DISP/2/3.html>

This means I will only be considering how British Gas considered and responded to the claim made by Mr and Mrs T under their contract of insurance - including any advice and service. The power flush was arranged separately, outside of their regulated contract of insurance.

### *Did British Gas fairly consider the claim, in line with the policy terms?*

On one hand, British Gas say the job report states a blocked system and the engineer had spent a number of hours investigating the system. On the other hand, Mr and Mrs T say both their research online and what they witnessed when the power flush took place means it

wasn't necessary and the problem lay with two radiator valves that could've been replaced at a much lower cost than the cost of the power flush. It's important to point out that the engineer (when responding to the insurance claim) could only make an assessment of the evidence presented to them – which they concluded, suggested a system, blockage. They don't have the benefit of hindsight that Mr and Mrs T now have.

Whilst I'm not making any findings on the actual power flush that was carried out, I find on balance, that it wasn't unreasonable of British Gas to recommend it after they'd fairly considered the claim made under this insurance policy. I say this for the main reasons outlined below:

- the engineer's initial investigations over the course of a few hours (under the contract of insurance), into the heating system didn't resolve the issues. From what I've seen, the engineer tried to identify the source of the problem and reasonably concluded that a power flush might be needed;
- whilst Mr and Mrs T feel it was the relevant valves being replaced that resolved the issues, British Gas have said that a blockage was identified on the downstairs circuit and it was both the power flush and replacement valves that were necessary to complete the repair; and
- I note that new valves weren't required on all of the radiators in the property. Given the age of the heating system and the number of claims in the preceding years - British Gas offering to arrange a power flush outside of the insurance contract wasn't unreasonable.

Mr and Mrs T have referred to an online resource that they say supports that the valves ought to have been replaced prior to any power flush being recommended. But it's not within my remit to direct British Gas on what their processes should be and I note that the web page referred to doesn't prioritise what order the different solutions should be attempted in. Instead, it lists a series of solutions to common heating system problems.

On balance, I find that British Gas made a reasonable effort to try and resolve the issues Mr and Mrs T experienced when responding to the claim, before recommending a power flush outside of the contract of insurance. There was no obligation on Mr and Mrs T to do this through British Gas. British Gas also offered to cover the cost of the replacement valves under the policy and I find that fair.

My decision will disappoint Mr and Mrs T, but it brings to an end our Service's involvement in trying to informally resolve this dispute between them and British Gas.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 20 August 2024.

Daniel O'Shea  
**Ombudsman**