

The complaint

Mrs O has complained about the service she received from British Gas Insurance Limited (BG) when she had a problem with her boiler and being charged for a procedure she believes was unnecessary.

I previously issued a provisional decision in this case. I received further comments from Mrs O which I have taken into account.

What happened

Mrs O has had boiler cover through a BG HomeCare agreement since 2015. In October 2023 she had a problem with her Baxi Combi boiler. According to BG's records, this boiler was installed in 1980 but Mrs O, in her comments on my provisional decision, has said it was under seven years old. BG's records however show that it first undertook work on this boiler on 24 February 2015 which would make it currently approaching 10 years old. However nothing in my provisional decision relies on the accuracy of the date of installation.

On 30 October 2023, a BG engineer attended to her call out. It says that Mrs O had reported a faulty radiator. BG's engineer reported that there was heavy sludge in her system. Mrs O says this engineer couldn't deal with the issue. A new boiler was advised.

Another engineer attended the following day but he couldn't do anything as he needed to have access to the filter. Mrs O facilitated this and he returned the following day, 1 November, and removed the filter which he recorded as being "absolutely filthy". BG has also provided photographic evidence of poor water quality within the system.

He recommended that the system be Powerflushed. According to BG's records, this was advice that Mrs O had been given on a number of occasions since September 2019. He provided a quote of £1,335 for a Powerflush which Mrs O accepted. She says this was on the condition that it solved the problem that she had.

The Powerflush started on 21 November 2023. BG's pre-testing record on this date shows "*System overheating. Flush needed*". On 22 November a fault occurred and was corrected. BG's engineer recommended a new boiler, but BG has subsequently clarified that this recommendation was incorrect as the following day the problem was identified as being with the printed circuit board (PCB) and wasn't connected with the Powerflush. The Powerflush to 16 radiators was completed and the PCB was replaced on 24 November 2023. The record on that date was "*Existing filter replaced as original one absolutely scaled up and was effecting the flow/protection of the system*".

On 25 November, BG attended again because of a continuing circulation issue within the system. The engineer found debris inside the pump. The pump was removed, cleaned and replaced.

Mrs O was dissatisfied with BG's efforts to fix her various boiler issues. She says she didn't think that BG's engineers knew what they were doing as they weren't familiar with this type of boiler. Mrs O had had to endure a number of days of cold weather with no heating and hot

water and with a vulnerable family member in the house who needed both of these. Mrs O decided to call in another engineers to sort things out.

Mrs O's engineer re-programmed the new PCB that BG had fitted on 24 November and cleared debris from the heat exchanger following the Powerflush. This cost Mrs O £564. BG reimbursed this to Mrs O as it was work that it would've completed under her policy had BG been booked for a return visit.

This engineer also fitted a second pump onto the system which costs Mrs O £1,020. BG said that it wouldn't ordinarily see a second pump on a combi boiler as the internal pump should be sufficient if the boiler is sized correctly, so it would be considered to be an upgrade. Upgrades are excluded under the terms of Mrs O's policy. BG did offer Mrs O £170 compensation for the multiple visits that had been needed and for the inconvenience caused to her family.

BG considers that a Powerflush was necessary. It had been recommended by a number of its engineers who had visited over a number of years having identified restrictions and blockages within the system. It doesn't accept that the Powerflush was unsuccessful as the water quality in the system was far improved with improved circulation and reduced risk of blockages and component failures as a result. It says it isn't unusual after a Powerflush for some debris or sludge particles to remain and it is its policy to address these issues when they arise. BG removed some remaining debris from the pump, and Mrs O's engineer removed some from the heat exchanger.

BG invoiced Mrs O £1,335 for the Powerflush. This procedure is expressly excluded by Mrs O's policy. It states:

British Gas Powerflush

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts.

British Gas Powerflush is our way of removing that sludge from your system.

We'll tell you if your system needs a powerflush to work properly. You'll need to pay for it separately – it isn't included in your cover."

The policy also says, under the heading "What's not covered",

:

"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."

BG's view is that the cost of the Powerflush is properly chargeable and given that this was undertaken in November, a period of time without sufficient heating and hot water was to be expected. It says follow up visits were not unreasonable, and it responded within reasonable timescales on 24 and 25 November. It considers that the compensation of £170 it has sent to Mrs O to be fair and reasonable for the inconvenience of further visits.

Mrs O's engineer's view was that a Powerflush wasn't required. He stated:

"As evidenced from our remedial works, the system issues were due to incorrect calibration of the PCB and the boilers integral pump being inadequate for a property of this size".

Mrs O wasn't satisfied with BG's response to her complaint so she brought it to this service. She wants BG to refund her premiums to her, to waive its charge for the Powerflush, and compensation for distress.

Our investigator didn't consider that BG's recommended Powerflush resolved the issue with Mrs O's boiler and so whilst the boiler might have benefitted from it, it wasn't needed. She recommended that BG should cancel the £1,330 invoice for the Powerflush. She didn't consider that a refund of premiums was appropriate as Mrs O had benefitted from her policy, and she considered that the compensation of £170 proffered by BG was a fair reflection of the upset caused to Mrs O.

In response to our investigator's view, BG explained that the fault with the PCB was not related to the Powerflush - it was an electrical component failure. Having sought advice from its National Technical Support Team (NTS), it explained that a faulty PCB would not have affected the pressure, temperature or overall performance of the boiler. If faulty, there would be no heating or hot water output at all. It stated:

"A faulty PCB can't have any effect on pressure issues and would not normally affect circulation unless it was not sending power to the pump to circulate water through the heating system. If the PCB was not sending power to the pump then this would be very obvious as the heating and the hot water would not work because of this. The repair visit of 30/10/2023 was booked on 18/10/2023 for a faulty radiator, not a report of 'no heat/hot water' therefore we do not consider that the PCB was the cause of the fault on 30/10/2023 but rather, as found by our engineer, there was heavy sludge in the system causing restriction to the radiators."

In response to the question "Do you consider the PCB was faulty on 30/10/2023? Or, did the PCB fault occur while our engineers were completing the Powerflush work?", the response from the NTS was:

"I don't consider the PCB was faulty on 30/10/23 as per the above. The faulty PCB most likely became faulty as a result of the power to the boiler being off while the system was being flushed. This is not through any negligence or malpractice, it's just that the PCB failed to reset when the electricity was re-introduced to the boiler."

In response to BG's comments, Mrs O's engineer has stated:

"If the power flush was the correct course of action and diagnosis, the issue would have been resolved with no further action required. From our visit, we had identified the fault with the heating to be caused by the incorrect installation/commissioning of the PCB which was replaced and set up incorrectly by British Gas. After resolving the issue and restoring heat to the system, it is clear that this was the cause of the problem."

As BG didn't agree with our investigator's view, Mrs O's complaint has been referred to me as an ombudsman 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 must first address comments made by Mrs O in response to my provisional decision. This service is not staffed by technical experts in matters such as this. Where there are technical issues in dispute, it is for the customer to provide any necessary evidence if they wish to challenge what the business is saying about a technical issue. This service will consider

what both parties and their experts say and make an objective determination as to what it considers to be the fair and reasonable outcome without favour or bias. Our process cannot accommodate further extensions to allow additional information to be provided after the period allowed for such further information following a provisional decision.

Having considered all the information provided, including Mrs O's comments on my provisional decision, I remain of the view that BG did not act unreasonably in recommending that Mrs O had her system powerflushed. This is not a service this is covered by Mrs O's policy and is chargeable.

I've taken into account the history of BG's visits to Mrs O going back to 2015. There is a record of a blocked heater plate in October 2018 and in subsequent years frequent recommendations for a Powerflush. On 1 November 2023 the filter system was described as *"absolutely filthy"*. When Mrs O contacted BG on 30 October 2023, BG would've been within its contractual rights to have declined to attend by reference to the policy term I've referred to above, that she isn't covered for:

"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."

I accept BG's explanation that following a Powerflush, some residue might remain in the system. Its technical team has said that:

"Due to the very small sizing in some of the components inside a boiler then there can sometimes be debris left inside the boiler , also if some of the dirt is solidified in place , sometimes the power flush won't remove it and it can breakaway afterwards, in either of these instances if a problem arises we would change the parts required as necessary."

I don't consider that it's reasonable to say that because another visit was needed by BG to address remaining debris in the filter and Mrs O's engineer also removed debris from the heat exchanger after the Powerflush, that the procedure was carried out incorrectly or was ineffective. The fact that debris was found in the system after the Powerflush evidences the initial presence of debris within the system.

The problem that then presented itself was with the PCB. I'm persuaded that there was no problem with the PCB on 31 October 2023 when BG attended to address a faulty radiator. Had the PCB been defective then, Mrs O would have had no hot water or heating at all. The only period over which she says she was without these was between 21 and 25 November when the Powerflush was being undertaken. There is no evidence to suggest that the problem with the PCB was caused by the Powerflush.

BG installed a new PCB on 24 November but as there was still a problem. Mrs O called in her own engineer as she was frustrated with BG. His opinion was:

"...we believe that the power flush previously undertaken by a separate contractor in an attempt to restore your heating was not required. As evidenced from our remedial works, the system issues were due to incorrect calibration of the PCB and the boilers integral pump being inadequate for a property of this size that it wasn't."

Having identified that the issue was partly attributable to the incorrect installation/ commissioning of the PCB by BG, he stated:

“The situation is such that there was potential for the matter to be resolved with correct set up of the PCB alone...”

I'm not persuaded as to how the correct calibration of a PCB fitted in November 2023 could've been the solution to a problem that existed before that PCB was fitted or that there was no need for the sludge within the system to have been removed to improve circulation.

When the PCB was properly calibrated by Mrs O's engineer, he undertook further work by fitting an external pump to improve circulation within the system. BG argues that this additional work highlights that the problem was not just with the PCB.

I remain of the opinion that BG did not act unfairly or unreasonably in recommending a Powerflush. There are multiple references to the need for one. I'm not persuaded that it wasn't necessary to address the circulation problems Mrs O had with her system and that the problem was simply with her PCB. Her system has benefitted from it. BG will now undertake any work required in the future to deal with blockages in the system. I consider it would be unreasonable for me to require BG to waive the invoice for it.

I consider the problem with the PCB to be unrelated. The problem that Mrs O had with the new PCB that BG fitted, although it was resolved by her own engineer by re-calibration, would've been corrected by BG if they had been called back to deal with this. Similarly, BG has said it would've followed up after the Powerflush if there was any remaining debris.

I also don't consider that it's reasonable for BG to reimburse to Mrs O the cost of the external pump. This was to improve the pressure within the system. If the boiler's internal pump was inadequate for a property the size of Mrs O's, which was the view of her engineer, then this would've been evident when the boiler was installed many years before. I therefore agree with our investigator that this was an upgrade and as such excluded from her policy. The Powerflush will help this new pump to be more effective.

Mrs O says she has had her policy for many years. BG's records show it's been looking after her boiler since February 2015 with repairs and servicing every year. I therefore consider that Mrs O has received benefits from the policy every year since 2015 and it would therefore be unreasonable for me to require BG to refund any premiums.

I also consider that the compensation of £170 already offered by BG to be fair and reasonable to reflect the inconvenience which Mrs O suffered with multiple visits in November 2023.

My final decision

For the reasons I've given above, I'm not upholding Mrs O's complaint but do require that British Gas Insurance Limited re-issue her compensation of £170.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 31 December 2024.

Nigel Bremner
Ombudsman