

The complaint

Mr C is unhappy that British Gas Insurance Limited ("BG") unnecessarily advised him to have a power flush.

What happened

The background to this complaint is well-known to both parties and has been shared throughout our investigation. I've set out a summary of what I think are the key events.

Mr C had a HomeCare policy with BG which included cover for his boiler, central heating and plumbing. After BG completed some water cylinder repairs, Mr C reported that there was a constant droning noise coming from his central heating system when the hot water was on, but it disappeared when the heating was also turned on. BG sent an engineer who said the noise was caused by a build-up of sludge blocking the pipes. The engineer recommended a power flush.

Mr C didn't think he needed the power flush because his radiators had been installed just the year before. Once winter was over, Mr C followed BG's advice and asked it to complete the power flush. He explained again that he'd only recently had the radiators installed, but Mr C said the attending engineer confirmed the power flush was necessary to prevent the cause of the noise damaging the pipes.

Shortly after the power flush was completed, Mr C heard the droning noise again when the hot water was turned on. He reported this to BG and another engineer attended. Mr C said the engineer turned a bypass valve and fixed the problem immediately. He said the engineer told him the valve had been left in the wrong position following the original repair work and it was that which had caused the noise. Further, the engineer showed Mr C that when turning the valve, the noise could be recreated.

Mr C complained to BG. He said the previous engineers had provided incorrect advice which caused him to incur £756 of charges for an unnecessary power flush. He also said that when the radiators were removed for decorating, dirty water was present, indicating the power flush wasn't successful anyway.

BG said the dirty water was due to settling after the power flush and it was common to return to rebalance the system. It said the fact that it was present confirmed the power flush was needed and it simply needed to reflush the system. BG didn't accept that the advice to carry out a power flush was incorrect, although it did acknowledge service shortfalls. In its final response to Mr C, BG paid £110 compensation for the misunderstanding around the power flush, the failure to fully test the system afterwards, and for any inconvenience caused.

Mr C didn't think BG had done enough and he wanted the power flush charge cancelled. So he brought his complaint to us.

One of our investigators considered Mr C's complaint and, to begin with, he didn't think that BG had done anything wrong. He said the engineer's report persuaded him that the power flush was needed and Mr C had benefited from it. However, after receiving two independent

witness reports from Mr C, our investigator thought BG had incorrectly advised him to have the power flush. He recommended that BG waive the charge and reimburse Mr C for the cost of obtaining the witness reports. In respect of compensation, our investigator thought the £110 BG had already paid was reasonable, so he didn't propose any further payment.

BG didn't agree. It had sight of the witness reports but it didn't think the reports, which were prepared after the power flush had been completed, could have been as accurate as its own report completed at the time the work was carried out. BG remained of the view that the noise was caused by sludge and that its only mistake was in failing to return the valve to the correct position. Further, BG said the dirty water in the radiators after the power flush confirmed that it had been necessary.

I issued a provisional decision in December 2024 explaining that I was intending to uphold Mr C's complaint. Here's what I said:

provisional findings

The regulator's principles say that firms must act in the best interests of their customers and treat them fairly. My role is to consider the evidence available and to decide whether BG treated Mr C fairly when it advised him to pay for a service it provided to resolve the fault he'd reported.

I've described the key events leading to the complaint above, so I'll focus on giving the reasons for my decision.

Was the power flush needed to fix the noise?

BG replaced the water cylinder and neither Mr C nor BG said that there was a noise coming from the system prior to that work. Therefore, I'm satisfied that the noise was a new issue subsequent to the cylinder replacement.

- When Mr C reported the noise to BG, that was the only issue he was concerned about. BG said the noise was due to sludge and a power flush was needed. The evidence shows that Mr C told BG he wasn't sure it was necessary because he'd had new radiators, but he followed BG's advice.*
- The noise was still present after the power flush. This alone persuades me that the power flush wasn't needed to fix the noise.*
- BG's engineer said that the valve's incorrect position caused the noise, and the work records show that's all he fixed. There's nothing to show that the engineer told Mr C the power flush wasn't needed or that it was mentioned at all.*
- Mr C said the noise can be recreated even now if the valve position is moved back to how it was. Again, this persuades me that the power flush and the noise are not connected.*

So, based on this evidence, I can't fairly say that BG correctly advised Mr C that he needed a power flush to fix the noise problem.

Was the power flush needed?

Moving on, BG said the power flush was needed and Mr C benefited from it. Further it said that the dirty water in the radiators after they were removed for decorating provided evidence of the sludge. Mr C said the sludge showed that the power flush hadn't been done properly.

I've thought carefully about this and, to me, it seems to detract from the key issue of complaint. Whether or not the system needed to be flushed is a completely separate matter. Mr C only asked BG to fix the noise and, as I've said, it seems the power flush wasn't needed to achieve that. So, currently, I'm persuaded that BG gave Mr C incorrect advice to have a power flush done to fix the noise issue.

The evidence suggests that Mr C only had the power flush because he thought it would fix the noise. So, if BG hadn't told him that was the solution, I'm not persuaded he would've asked for the power flush. Therefore, I think it's reasonable to conclude that BG's incorrect advice caused Mr C to incur charges he wouldn't otherwise have done.

To put this right, I'm minded to require BG to remove the charges for the power flush.

Compensation

BG paid Mr C £110 compensation for failing to,

"fully test the system after the flush was completed on the day and made those adjustments at the time. This would have prevented the confusion. [The flush was] needed and will make the system more efficient in the long run."

It was also to address the inconvenience caused by an extra visit that could've been prevented.

However, I think further compensation is warranted in recognition of BG's failure to fully appreciate Mr C's concern that the power flush hadn't fixed the noise. Looking at the evidence, I see BG's expert noted:

"the powerflush was needed, the noise after was slight balancing that was needed after the flush".

My concern here is that BG's expert doesn't seem to have acknowledged that the noise was present before the power flush. The power flush was supposed to have fixed the noise.

Based on this evidence, I don't think BG has adequately compensated Mr C for the delay in fixing the noise problem, or for the inconvenience of carrying out a power flush which the evidence suggest[s] wasn't needed to fix the problem he reported. Therefore, I'm minded to require BG to pay Mr C a further £100 for the inconvenience and avoidable delays.

Expert witness fee

When BG looked into Mr C's complaint, he didn't have any witness evidence to support his concerns, and I haven't seen anything to suggest that BG asked him for, or offered to pay for an expert report. I haven't relied on the witness evidence to reach my provisional decision. Although it does support my thoughts on the likelihood that BG unnecessarily

advised Mr C to have the power flush, I think the evidence was already available to enable BG to reach that conclusion.

As I don't think the witness evidence was needed, I can't reasonably ask BG to cover the cost of the report. I understand that will be disappointing to Mr C, but I must be fair to both sides and BG didn't have an opportunity to agree to any witness charges before they were incurred.

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

Responses

BG said it had nothing further to add.

Mr C asked me to consider the cost of the expert report. He said he:

"found it necessary as British Gas declined to accept their responsibility for the extensive inconvenience that they have caused".

Mr C also said that there was a comment in an earlier decision that his argument wasn't supported by a plumber or engineer, so he thought it was necessary for him to get the report.

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 uphold Mr C's complaint, but I haven't changed my mind about how BG should put matters right.

While I understand Mr C's frustration that he paid for an expert report to support his argument, I'm still of the opinion that it would be unfair to ask BG to cover that cost. If BG had asked for an expert report and then not taken it into consideration, or if I thought it had been necessary to reach a decision, then I might've asked BG to cover the cost. However, as I said in my provisional decision, I'm satisfied that the evidence available to BG when Mr C first brought his complaint to us was sufficient to conclude that the recommendation for a power flush was unnecessary to fix the noise problem Mr C was experiencing.

Mr C chose to pay for an expert report while this service was looking into his complaint. Therefore, I don't consider it fair or reasonable to ask BG to cover that cost.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Mr C's complaint and I'm minded to require British Gas Insurance Limited to:

- remove the charge for the power flush, and
- pay an additional £100 compensation in recognition of the inconvenience and delays caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 4 February 2025.

Debra Vaughan
Ombudsman