

complaint

Mrs C complains that British Gas Insurance Limited is responsible for poor service under a home emergency insurance policy.

background

Where I refer to the insurer or British Gas, I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

Mrs C had a British Gas policy that covered her central heating and hot water system. It didn't cover a power flush of the system. In about October she called for help because she wasn't getting hot water.

She complained that it took five visits to diagnose and resolve the problem. She complained that British Gas advised her to get a power flush which cost £848.00 and which she doesn't think was necessary. On the fifth visit, a new printed circuit board (PCB) was what her system needed.

In its final response letter, British Gas said it would reduce the cost of the flush to £700.00 by sending Mrs C a cheque for £148.00.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She wasn't satisfied the power flush was required to resolve the problem. She recommended that British Gas should refund the remaining amount Mrs C had paid for the power flush.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs C and to British Gas on 24 June 2019. I summarise my findings:

I found it likely that the system needed a power flush in late 2018. British Gas also replaced a pump. And it has given a technical explanation of how the replacement of the pump caused the failure of the PCB.

So I thought Mrs C had fallen short of showing that the PCB was the only real problem all along.

Subject to any further information from Mrs C or from British Gas, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct British Gas Insurance Limited to do any more in response to this complaint.

British Gas agrees with the provisional decision.

Mrs C disagrees. She says, in summary, that:

- She wasn't aware that some parts of her boiler were becoming difficult to obtain.

- Limescale had been mentioned and she was advised that a device should be fitted to her pipes to help reduce the build up. She agreed to this and the engineer fitted it
- No engineer had ever advised a Powerflush prior to this issue.
- If British Gas engineers had suspected sludge and scale it should've explicitly informed her. This did not happen.
- Had she been informed that she was not covered if she did not have a Powerflush (or indeed that the parts for her boiler were no longer available) she would have had the Powerflush (and replaced the boiler) because renewing would have been pointless.
- On 25 October she didn't see the engineer take a water sample. He didn't mention he had done so or that a sample would be tested. She questions whether any water sample was ever taken.
- She told the engineer that her radiators weren't cold at the bottom due to sludge build up. On occasions she had had to bleed the radiators because the cold spots were always at the top.
- She was told that paying in advance was the only way she could have a Powerflush. The engineer phoned to book this during his visit and handed her the phone to pay by card. She had very little confidence in the engineer and that a flush would resolve her boiler problem. That is why she asked repeatedly what would happen if this didn't fix the issue and was repeatedly told she would be refunded. There was no misunderstanding on her part.
- Mrs C doesn't understand the technicalities of how a boiler works. But the original problem was exactly the same and nothing changed from the first British Gas visit up until the PCB was replaced, even with the new pump, the Powerflush and the lead replacement. It was only when the PCB was replaced that her boiler returned to normal. She thinks this demonstrates that the PCB was the only problem. It should be up to British Gas to prove that there was no issue with the PCB prior to replacement.
- The PCB was the issue with these boilers.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

From its work history, I see that British Gas recorded that Mrs C's boiler had been installed in 1999. And in 2014 it made a note including the following:

"BLR RSL AND SCALED"

"BLR RSL" is British Gas jargon for "boiler reduced service list" which means spare parts are becoming difficult to obtain. I think "SCALED" means the boiler had a build-up of limescale. I find it likely that British Gas told Mrs C she needed to pay for a power flush.

And in September 2017 British Gas made a note including the following:

"BLR KETTLING/SCALED ADVISED NOT COVERED."

From that note, I find that the boiler had a build-up of limescale and British Gas explicitly told Mrs C that it wouldn't cover damage caused by limescale.

Mrs C's policy renewed in June 2018. The policy terms contained the following exclusion:

"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"

That exclusion was summarised in the policy summary as follows:

"Removing sludge or scale or repairing the damage it causes if we've already told you about it".

In October 2018, Mrs C reported that her hot water wasn't coming on as set on the timer. On 22 October 2018, British Gas visited and made a note including the following:

"Water mother not make switch all the time"

I don't understand the reference to "*mother*". But the note is consistent with Mrs C not having full control over the supply of hot water.

On 25 October 2018 British Gas visited again and made a note including the following:

*"Tested water in system as boiler overheating
powerflush req"*

From that note I accept that British Gas tested the system water and said a power flush was required. I think it did so on the basis of a visual inspection. It later said it had sent a water sample off to its testing contractor. Later still it told us the contractor hadn't kept a record of the result. I don't find that satisfactory.

But there was a documented history of scale in the system in 2014 and 2107. So I find it likely that Mrs C needed to get a power flush in late 2018. She wouldn't have been covered for damage caused by limescale (typically damage to parts containing water) unless she got a power flush.

Mrs C says that – during the visit on 25 October – she paid in advance for the power flush. She has said that the engineer told her that she wouldn't have to pay if the flush didn't fix her boiler. But I don't find it likely that he would say that - especially as she'd paid in advance. So I think Mrs C misunderstood what the engineer said.

In its final response letter British Gas said it fitted a replacement pump on 25 October 2018. But its file contains a work history showing the parts used (and their cost). From that, I find that British Gas fitted the pump on 6 November 2018, the same day it (or strictly speaking a sister company of the insurer) did a power flush. Indeed a British Gas manager has told us that it is standard practice to replace the pump when doing a power flush.

On 16 November 2018, British Gas visited again. It made a note including the following:

“ intermittent red lockout-no suppressor lead on [tradenam] pump, fit lead”

So I accept the statement of British Gas that the pump came with a replacement lead to connect it to the PCB – but that the engineer hadn’t used that replacement lead on 6 November. British Gas says that it was that mistake which – over the next few days - caused the PCB to fail.

Finally on 17 November 2018, British Gas replaced the PCB. And Mrs C had reliable hot water. So I can see why she – and the investigator – thought that British Gas could and should have solved the hot water issue by replacing the PCB first instead of carrying out a power flush.

But I’ve found it likely that the system needed a power flush in late 2018. British Gas also replaced a pump. And it has given a technical explanation of how the replacement of the pump caused the failure of the PCB. So I think Mrs C has fallen short of showing that the PCB was the only real problem all along.

Therefore I don’t find it fair and reasonable to order British Gas to refund the £700.00 balance for the power flush – or to do anything further in response to Mrs C’s complaint.

my final decision

For the reasons I’ve explained, my final decision is that I don’t uphold this complaint. I don’t direct British Gas Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 2 August 2019.

Christopher Gilbert
ombudsman