

complaint

Mrs L complains that British Gas Services Limited ("BGS"):

- failed to provide assistance under her home emergency policy when she and her husband, who was elderly, frail, disabled, and just out of hospital were going to be without heating for over two weeks in the winter; and
- didn't service and repair her central heating system properly under her home emergency contract, with the result that she had to have it replaced at a cost of over £2,000.

background

Mrs L paid for home emergency cover for her central heating system. The service under the cover was arranged through, and provided by BGS. Under the terms of the cover, BGS provided an annual check and service. It also agreed to attend and deal with certain problems with the system if these arose.

Mrs L had cover with BGS at least since August 2013. In January 2016, Mrs L noticed that the radiator in her husband's bedroom was cold. She called BGS who sent an engineer. He diagnosed, and removed, an airlock.

In February 2016, the system wasn't working properly and she called BGS again. Another engineer attended. He said the system was full of sludge and not circulating properly. He cleaned out the blocked Magna Booster and the pump, tested the system, and said it was now working. He advised the system needed a powerflush. Mrs L was quoted a price of £685 for this work by, it appears, another part of British Gas, which she accepted. The earliest appointment she could get was 14 March 2016.

Three days after the engineer's visit, the system stopped working again. Mrs L tried to get the powerflush appointment brought forward. She explained that her husband was elderly, unwell, disabled, and just out of hospital, and asked to be treated as a priority. However she was told that the work couldn't be done any sooner.

On 1 March 2016, she contacted another plumber who advised that the system needed to be replaced. She agreed and paid him £2,270.84 for the work. She then asked BGS to reimburse this amount. She considered that if BGS had carried out the work it had done on her system properly, it wouldn't have broken down and needed replacement. BGS should have realised earlier that something was wrong and her system was becoming blocked.

BGS didn't accept her complaint. It said that from its records, it had carried out the servicing work that was due under her contract. When a build up of sludge became apparent it advised her to have a powerflush, but this couldn't be carried out before 14 March 2014. This work wasn't within her cover and had to be arranged and paid for separately. As her system was over 11 years old, the cost of its replacement wasn't within the cover either.

Our adjudicator didn't recommend that this complaint should be upheld. She said that the arrangement for the powerflush wasn't part of her home emergency cover. It was a separate contract which fell outside the jurisdiction of this service. So when the system broke down three days after the engineer's visit, and Mrs L tried unsuccessfully to get the powerflush brought forward, this wasn't something this service could hold BGS responsible for.

She considered that BGS had fulfilled its obligations to Mrs L under the terms of her cover. She couldn't say that any of its previous repairs or servicing were at fault or were responsible for the breakdown of the system. And because of the age of her system, BGS wasn't required to contribute towards the cost of its replacement.

Mrs L responded to say, in summary, that:

- she hadn't appreciated when she tried to get the powerflush brought forward that she was dealing with another part of British Gas rather than BGS with whom she had cover. This should have been made clear to her; and
- she didn't think the adjudicator had sufficiently considered her husband's health and disability. She had stressed this when pleading for the powerflush to be brought forward.

my findings

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

First of all, I do appreciate the worry and upset Mrs L suffered, particularly in view of her husband's frailty, when her heating system failed in February and she couldn't get the powerflush brought forward. However, the jurisdiction of this service is limited. I can only consider actions or defaults by BGS in the course of dealing with Mrs L's home emergency cover.

Once BGS identified that there was a build up of sludge in her system, and she had arranged to have a powerflush carried out, the subsequent events fell outside the terms of her cover. So I have no jurisdiction to comment on anything BGS, or any other part of British Gas, did or didn't do in relation to them.

I understand that Mrs L thinks that BGS should have realised, when carrying out its earlier servicing/repair work, that the system was becoming blocked and needed a powerflush. However, BGS says the service it offered under the cover was limited, and it carried this out properly according to its terms. Until February 2016, there was no reason for its engineers to think that a powerflush had become necessary.

All in all, I can't say that BGS should have done more under the terms of the cover it provided to Mrs L, or that it should compensate her in respect of what it did or didn't do under that cover.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 8 August 2016.

Lennox Towers

ombudsman