

complaint

Mrs B's complaint is about the 'Homecare' agreement she had with British Gas Insurance Limited. In January 2014 when she moved home, she transferred her existing agreement to her new home. She was satisfied with the service she had received to that point, but has not been since. She believes the agreement is not fit for purpose and poor service has led to further problems with her heating system.

Mrs B would like a refund of all the premiums paid to the policy since January 2014 plus compensation for the time taken.

background

In 2014 Mrs B bought a new house and took her existing 'Homecare' agreement with her as she had been satisfied with the service she had received over the previous years. She's told us when she bought the house there was no mention of any problems with the boiler. Also she was told it had been thoroughly checked before the purchase.

British Gas' records from the March 2014 service detail the engineer advised on water quality and the fitting of a magna booster. A product book was left with Mrs B. The associated checklist detailed the boiler was 12 years old and it was the first inspection and a 'combustion seal' was fitted. Mrs B has said it was recommended the system was power flushed during this visit, but if that advice was given, it wasn't documented on British Gas' records.

At the annual service in April 2015 it was detailed a leak was repaired on the lounge radiator. The engineer recommended Mrs B have her central heating system power flushed as there was black water in the system. In addition, it was suggested a magna booster was fitted.

Mrs B called British Gas out later that month because she believed there was another leak. It was noted by the engineer on British Gas' system no leaks were found.

Two months later Mrs B again called British Gas out because of a problem. It was detailed that the engineer repressurised the expansion vessel in the boiler and fitted a flue clamp. In addition advice was given about fitting an additional external expansion vessel. This was fitted in August 2015 and a problem with the boiler stopping was dealt with – the door assembly was replaced and new electrodes fitted. Mrs B also had Hive installed later that month.

Mrs B has told us on a visit after various breakdowns a senior engineer attended. As the above incidents is the only series of call outs, it was during the summer of 2015 this visit occurred. She told us the senior engineer drew off water from the system and said there was no sludge in the system and showed Mrs B a relatively clear container. She followed his recommendations and has throughout – no power flush has ever been done.

In February 2016 an annual service was carried out. It was detailed the engineer completed a quote for a combined Hive upgrade and a filter being fitted during that visit. Ten days later Mrs B had the upgrades done. Two nights later she had to call out an engineer. It was detailed the problem was the pump flow switch had seized up with sludge hours after the magna booster had been fitted.

In Jan 2017 Mrs B cancelled the policy. She says she considered the agreement was both expensive and pointless. Following that the system was serviced by an independent plumber who also stated there was no sludge in the system.

In April she raised concerns about having been chased for overdue payments for upgrade works she'd had completed and were paid on an agreed instalment plan. British Gas made a settlement to Mrs B and she accepted the resolution. Following up on that complaint she said:

- she wanted a refund of her homecare premiums (less the cost of the plumbing cover etc.) as the boiler still wasn't working effectively and cut out at least once a day despite numerous visits from engineers;
- she also wanted a refund of the costs she had paid out to get the boiler working effectively;
- she was unhappy, after one of the first visits, to be told she needed to pay £600 for a complete flush of the heating system, as subsequent engineers had said it wasn't needed; and
- she wanted a boiler which functioned properly all the time.

British Gas didn't uphold Mrs B's complaint. However, due to the delay in providing a response to the complaint and any unproductive visits, it offered Mrs B £80 compensation. Mrs B didn't accept this response and referred her complaint to this service in December 2017.

In January 2018 Mrs B had the boiler serviced by a local heating engineering business. The 'Service Completion Certificate' said:

'Boiler has water leaks on joints to heat exchanger and dripping down through casing near electrical connections. Spark electrodes are bent with age and need replacing, both expansion vessels are flat and will need replacing. (BER) PRV pipe connected in with cylinder discharge pipe without its own tundish. Boiler doesn't have working pump overrun.'

Mrs B's heating engineer later said, when asked for further comment on the condition of the boiler and heating system, went on to say:

'I can't comment on the condition of the water in the heating system as it was not sampled by our engineers. ... The report ... refers to several issues with both the current condition of the boiler and with the standard of the original installation of the boiler. These issues led him to recommend that the boiler was beyond economical repair (BER). I am surprised that these issues were not addressed via your Homecare contract with British Gas.'

Mrs B gave her engineers a copy of the photo of water she says came out of her heating system. It said:

'The water looks very clear and you can see the black rings at the bottom of the tube, which is an indication that there are no dissolved solids in the water.'

Mrs B has said from her point of view, if there was sludge in the system, surely it would have stopped the boiler working at all. In addition, Mrs B said she was told the magna booster was

installed incorrectly by British Gas. Mrs B replaced her boiler following the inspection by her new heating engineers.

Mrs B's complaint was considered by two of our adjudicators. It was ultimately upheld by the second of these. British Gas didn't accept his findings and asked for the complaint to be passed to an ombudsman for consideration.

I issued my provisional decision on 28 May 2019, in which I set out my conclusions and reasons for reaching them. Below is an excerpt of that document.

'Mrs B has mentioned she also had difficulties with British Gas in relation to payments for upgrade works. As these works weren't done under the insurance product Mrs B has with British Gas, I can't comment on these issues.

Mrs B believes she received poor service from British Gas as it never entirely fixed the problem with her boiler and she eventually had to replace it. She thinks that in not fixing the boiler, British Gas is responsible for it needing to be replaced when it did – earlier than it otherwise would have. I am not persuaded this is the case. I will explain why.

The boiler was already 12 years old when Mrs B bought the house and, despite the information she had at the time of the sale, based on her recollections, it would seem it already had problems. Mrs B has said it was noisy and sounded like it was 'dumping water' at night, which she doesn't think British Gas ever investigated. In addition, I note British Gas had to replace parts at the very first annual service it did.

The following year there were numerous problems/breakdowns with the boiler and several repairs were done. I also note Mrs B was told there was a problem with the water quality in the system, which isn't unusual if a retardant isn't added to the system. Whilst she has said a subsequent engineer said this was wrong, I have seen nothing in British Gas' call notes indicating this was the case. I also note it was recommended a magna booster be installed – this is effectively a filter pulling ferrous based sludge out of the system. This would indicate there was a consistent message from British Gas about the condition of the heating system.

I have noted Mrs B's new heating engineer's comments; however, I don't think these indicate failings on the part of British Gas. Firstly, the poor installation wasn't done by British Gas and poor workmanship by another business isn't something that would be covered by the agreement Mrs B had. So, I wouldn't expect the errors to have been fixed by British Gas unless they affected the working of the boiler or its safety. Even then, it would have been work Mrs B would have had to pay for separately.

As for the faults which were found in January 2018, given it had been almost 18 months since British Gas had touched the boiler and it was by that point 16 years old, I don't think the evidence is sufficient to show they were British Gas' fault. Indeed, the comments about the electrodes specifically say the damage is age related.

I note Mrs B has said she was told by her new engineers that some of the works British Gas completed were done incorrectly. However, this wasn't documented on the report it completed or in its subsequent comments.

Overall, it seems Mrs B inherited from the previous owners a boiler that hadn't been installed well and wasn't in the best state of repair when she bought her house. It then deteriorated and, whilst British Gas repaired it and suggested upgrades to help it cope, it continued to

deteriorate to the point where repair was not economically viable. I haven't seen evidence the boiler needed to be replaced because of anything British Gas did or didn't do.

In relation to the service Mrs B received, I have considered her concerns and looked at British Gas' records. I note there doesn't appear to be any record of Mrs B questioning the repairs or reporting that they hadn't been effective until 2017. If she had told it about the 'dumping water' issue at an early stage as she has indicated, I find it unlikely it would have taken over three years for her to question why it hadn't been fixed.

It seems that when problems were reported, British Gas attended when needed and fixed the boiler as soon as it could. I know Mrs B is unhappy she was unable to host her grandchildren on one of these occasions, but sometimes, especially during periods of high demand, resource may not immediately be available. I have seen no evidence of the unreasonable delays in the handling of her repairs.

Overall, I am not persuaded Mrs B received poor service from British Gas or that it caused her boiler to deteriorate and need replacement.'

British Gas confirmed receipt of my provisional decision and said it had nothing further to add.

Mrs B didn't accept my conclusions. She reiterated that her complaint was that the Homecare agreement wasn't fit for purpose because the boiler wasn't reliable and was liable to breaking down as the root cause was never addressed. She says she followed all of the advice she was given, other than a power flush (cleaning the system of any contaminants and sludge).

Mrs B has indicated that she considers the leaks and corroded/bent ignition electrodes discovered in January 2018 were the root cause of the problems she had with the boiler – why it wouldn't ignite at times, as the electrodes were faulty and damp. In her opinion, if British Gas had done a thorough service previously, these problems would have been rectified and the boiler would have worked without any problems. She would also not have had to pay for unnecessary 'improvements' to the system.

Mrs B has said the age of the boiler was incorrect on British Gas' documentation. It detailed that in 2014 the boiler was 12 years old. This is not possible as the property was, at the earliest, turned into a residence in 2005. So the boiler could only have been 8 or 9 years old. She reiterated much of her previous statements and expanded on some.

Mrs B's position remains that there was no sludge in the heating system and British Gas is wrong about this. She said the photograph of water purportedly from the heating system, which her heating engineers commented on, was drawn by the engineer, but she had to take the photograph. This is why it was not detailed in the engineer's report. She also confirmed that a power flush was completed on the system when the new boiler was installed.

Mrs B provided copies of some documents previously provided and some new ones regarding the visits and works done by British Gas.

In summary Mrs B believes she has proven she received: poor service from British Gas; its workmanship was poor; it left the boiler in an unsafe condition; and the problems were nothing to do with the age of the boiler (which was not as old as reported).

Following Mrs B's submissions I reviewed land registry details for her property to see if I could establish when it was converted for residential use (and so the likely age of the boiler and heating system). It would appear the first time the property was sold as a residence was in 2002.

my findings

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

Mrs B has highlighted a typographical error in the background to my provisional decision. It stated that Mrs B had referred her complaint to this service in December 2018, which is incorrect. It should have read December 2017. I would like to apologise to Mrs B for this mistake.

I have considered what Mrs B has said about the age of the boiler; the implication being that it was significantly newer than reported and would have had less wear and tear. However, the information from land registry records would indicate the property was converted for habitation some years before Mrs B has recently stated. Given Mrs B believes it's the original boiler, it would, therefore, appear that the boiler was of the age British Gas recorded it as being – around 12 years old in 2014.

I acknowledge there was damage discovered when the 2018 service was done. However, there's no evidence this was present the last time British Gas worked on the boiler. Nor is there evidence that it was wrong about the condition of the heating system. Whilst I note Mrs B has said the photographed water was drawn from the system by her heating engineers in January 2018, I have to take into account the engineer said no water was drawn or inspected by it, so it couldn't comment on the state of the water. Mrs B has also said the system was power flushed when the new boiler was installed, which would indicate the heating engineers considered the system needed cleaning at that time.

I have noted Mrs B's opinions about the works done, or lack thereof, by British Gas and those about the condition of the heating system. However, they are not supported by the contemporaneous documentation or expert opinion. I understand that given how long the boiler in her previous home lasted she wouldn't have expected the problems she had with this one or that it would need to be replaced so soon after she bought the property. However, I still haven't seen anything that indicates British Gas did anything to damage the boiler or cause it to need to be replaced earlier than it otherwise would have.

my final decision

My final decision is that I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B to accept or reject my decision before 18 July 2019.

Derry Baxter
ombudsman