

complaint

Mrs S complains (through her son Mr S) that British Gas Insurance Limited gave her poor service under a home care insurance policy.

background

After her central heating boiler broke down, Mrs S called for help under her British Gas insurance policy. Mr S complained that British Gas said that it wouldn't cover a repair because Mrs S hadn't followed its previous recommendation for a power flush. There was no evidence of this, Mr S said. But he had the boiler replaced.

The adjudicator didn't recommend that the complaint should be upheld. He thought that British Gas' offer of refunding 12 months premiums totalling £247.32 was fair and reasonable.

Mr S disagrees with the adjudicator's opinion. He says, in summary, that there was no record of a recommendation for a power flush.

my findings

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

The terms of the British Gas insurance policy excluded the following:

"Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit (under any Agreement at the property) that permanent repairs, improvements or a British Gas PowerFlush (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly and you have not taken the recommended action."

The British Gas checklists didn't record any recommendation for a power flush before the boiler broke down in early 2015. And British Gas has not found any quotation for a power flush.

But its internal records include the following note of its visit in January 2013:

"CODE2 FITTED ALL NEW RAD VALVES ADVISED POWERFLUSH"

And Mr S later told us:

"...January 2013 an engineer came to fit new radiator valves. He noticed the sludge in the system. He did not tell my mother that the boiler was in danger from this and would not be repaired if that was the cause of any problems."

Weighing up this evidence, I find it likely that in January 2013 British Gas did recommend a power flush - which Mrs S declined.

And in October 2013 and September 2014 it recommended that she replace her boiler, which she didn't.

After her boiler broke down in January 2015, an engineer said that the heat exchanger had leaked sludge.

Mr S says he decided to get a replacement boiler.

In summary, Mr S hasn't provided enough evidence that British Gas failed to make appropriate recommendations - or that this brought forward the need for a replacement boiler.

I see that British Gas sent £80 for some delay in dealing with the complaint. And it offered to refund a year's premiums totalling £247.32. I don't think it would be fair and reasonable to order it to make any further redress to Mrs S.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 15 October 2015.

Christopher Gilbert
ombudsman