

complaint

Mr W complains that British Gas Insurance Limited ("BG") wouldn't repair his boiler unless he paid for further work to be done.

background

Mr W's tenants had a problem with their heating system. Mr W had a policy with BG that covered this so an appointment was made for an engineer to visit. BG's engineer concluded that the system needed to be powerflushed to remove accumulated sludge and scale. He also said some parts needed to be replaced.

Mr W had had a powerflush done not long before by another contractor, so he asked BG for a second opinion. A second engineer inspected Mr W's system the same day and agreed with the first engineer that a powerflush was required.

As Mr W has going on holiday, he authorised his tenants to take whatever action was necessary to get the system in working order. His tenants authorised BG to undertake a powerflush. This, and replacement parts, cost Mr W £810.

Mr W says that BG refused to undertake any more repair work as it wouldn't work on equipment that other engineers had worked on. He says his tenants were forced into a situation where they had to agree to a BG powerflush and to new parts to get the system back to normal operation.

BG says that Mr W's boiler and central heating system had been inspected over a number of years and a number of recommendations had been made that a powerflush was necessary. When its engineer visited following the recent problem, he noted that a third party had done a powerflush, but he thought this hadn't been successful as there was still sludge and scale present and this was causing parts to fail.

BG has referred to the terms of Mr W's policy, three sections of which are of particular relevance in this case:

7.2 Accidental damage, third-party damage and damage from deliberately taking Risks

Unless we say in the Agreement that we will cover accidental damage caused by you, we will not cover the cost of repairs relating to damage caused by you. If work is carried out on your system or appliance by someone other than us, whether or not following our advice (e.g. powerflush), which results in damage to that or another part of your system because of poor workmanship, the repair will be excluded from your Agreement.

7.8 Other Exclusions

- *Removing sludge or hard-water scale from your system or appliance.*

Section 8.4 states that it doesn't include:

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.

Mr W is asking for a full refund of the £810 he had to pay BG for the powerflush and associated repairs, or some other settlement.

Our adjudicator didn't uphold Mr W's complaint. He considered that as sludge was still present in Mr W's system, BG was correct in carrying out a powerflush. Mr W doesn't agree with the adjudicator's opinion, so the matter's been referred to me to make a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not going to uphold Mr W's complaint and I'll explain my reasons.

I've looked at BG's records of inspections it's done on Mr W's boiler going back to 2011. Each year since then there's a record of a powerflush being recommended. So if Mr W hadn't had a powerflush undertaken, and further repairs had been necessary, I think BG would've been entitled to rely on section 8.4 of Mr W's policy (quoted above) not to undertake the repair.

But Mr W did have a powerflush done by a third party contractor not long before the boiler developed another fault. Mr W considers that his boiler was "blacklisted" by BG because he'd used another contractor for the powerflush, and not BG. It appears this is what his tenant told him. But I haven't seen any additional evidence that supports the view that this is why BG wouldn't undertake further repair work on his boiler. Mr W's policy doesn't prohibit third parties from doing work such as powerflushes. Section 7.2 simply says that BG won't cover damage caused by third parties because of bad workmanship.

I think that even though Mr W had a powerflush undertaken, it would appear that it didn't fully clear the sludge and scale that was present, and which was causing parts to require replacement. I have to act fairly in deciding what's fair and reasonable in all the circumstances of the case, and I think it would be unreasonable if I were to ignore the reports of two BG engineers as to the continued presence of sludge and scale without any evidence to the contrary.

So I think it's reasonable for BG to rely on section 8.4 of Mr W's policy and not to have undertaken any further work until another powerflush had been done. I accept that Mr W will be very disappointed that he's had to pay for two powerflushes because the first doesn't seem to have fully cleaned Mr W's system. But I don't think that BG has acted unfairly or unreasonably in the circumstances of this case.

my final decision

My decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 25 May 2016

Nigel Bremner
ombudsman