

complaint

Mrs S's complaint is about the service provided in relation to a central heating insurance policy with British Gas Insurance Limited.

background

Mrs S took out the policy with British Gas around 20 years ago and transferred it to three different properties, including in 2010, when she moved into a new build property. The policy held by Mrs S includes an annual service of the boiler. During the annual service in November 2017, the engineer advised Mrs S to have a magna booster installed on the central heating system, as this would trap circulating particles that can cause blockage in the system.

Mrs S is extremely unhappy that this product was not mentioned to her at any of the previous annual services. She says her property was a new build and if the magna booster had been installed from the outset – which she would have done had British Gas told her about it – it would have extended the life of her brand new boiler and central heating system. The engineer told her that as the boiler was now considered old, if a few parts went wrong now it would be obsolete, or she might have to wait several weeks for new parts.

Mrs S says British Gas has let her down as she relied on it to inform her of any such products: *"I am not a trained gas engineer, British Gas are the trained professionals and as such I trust British Gas to keep me updated and informed at least once a year on the annual service ... I have been greatly let down on this as we invest a lot into our home to ensure efficiency and we have never been offered the Magna Booster before the 6th November 2017"*. (Mrs S's letter of complaint dated February 2018.) The engineer also told her that 18 months to two years earlier the magna booster would have been half price due to a government discount scheme.

Mrs S says that British Gas agreed in a telephone conversation on 10 March 2018 to carry out a test on the water in the central heating system (to see if a power flush was needed) and then to fit a magna booster free of charge. Mrs S agreed to this but says British Gas just wasted her time, as it tested the water and said a power flush wasn't needed but then went back on its offer of the free magna booster.

British Gas says it has not done anything wrong and it has provided the correct safety and efficiency advice at each annual service visit. It says that the magna booster was advised because it might be useful now but it might not have been of any benefit in 2010. It offered to fit the magna booster at a discounted price of £199.

One of our investigators looked into the matter and did not recommend it be upheld. He explained that the annual services are to check the functioning and safety of the central heating system and British Gas has no obligation to advise customers of possible products such as this. The magna booster is not provided as part of the insurance cover and is an optional upgrade that Mrs S would always have to pay for.

Mrs S does not accept the investigators assessment and so the matter has been passed to me.

Mrs S has made a number of submissions, which I've summarised below:

- She has discussed points with the investigator which he has not addressed in his assessment, including that British Gas confirmed it had checked her records three times and there is no record of her ever having been offered the magna booster between 2010 and 2017 and the representative agreed that this “*looked bad*” for British Gas.
- British Gas has a habit of not being able to provide recordings of telephone calls that would prove her case. She was offered a free magna booster in a phone call on 10 March 2018 but it can’t provide the recording of this call.
- She has had a separate complaint to the Energy Ombudsman which also involved the content of some phone calls, which British Gas could not provide recordings of and that Ombudsman decided the case in her favour because of that.
- The engineer’s report says the magna booster would prevent muck from building up in the central heating system. This has been her point all along – she should have been offered the magna booster when she moved into her newly built home, as it would have prevented any problems. As it is a preventative step it should have been offered when she moved in, as that is when it was needed. So the fact it was not offered when it would have been most needed proves British Gas did something wrong.
- The engineer told her that the reason it was not advised before was that the previous engineers were sub-contractors. She is also extremely unhappy as when she phoned to complain, she was told the magna booster would be installed free of charge but British Gas has now denied this.
- The engineer that tested the water recommended a magna booster for filtration to prevent sludge build up and queried why she hadn’t had one fitted before.
- She is also unhappy with the time taken by British Gas to deal with her complaint.

Mrs S also asked for me to contact her by phone to discuss the case, as she has lost faith in our service. Deciding ombudsman don’t routinely talk to either party to the complaint, as fairness would usually require that both parties be involved in any discussion at the same time. However, we may do so if there is information that is unclear or a dispute about the facts of the case that we consider can only be clarified by discussing it with the parties. Mrs S has made her case clearly both in writing and verbally to the investigator and I have been provided with all the papers on the case, including her recent submission dated 3 September 2019. There is no apparent dispute about the main fact of the case, *i.e.* that she was not offered a magna booster before 2017, the issue is essentially whether British Gas should have done so, therefore I don’t consider it is necessary to discuss this case with the parties in order to fairly determine the matter.

my findings

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

Mrs S’s policy is an insurance policy, which includes an annual service. This means it will provide cover for any repairs, and possibly replacement, of the boiler and central heating system in the event of any faults or damage: *“Your product only includes repairing or replacing your boiler appliance or system when it stops working properly - it doesn’t include any improvements or upgrades”*

The engineers that attend to carry out the annual service each year, and any call outs, might provide advice about additional products or services but they are under no obligation to do so. There is no provision in the insurance contract for advice about preventative measures,

or optional upgrades to central heating systems, such as a magna booster and no industry requirement for one to be advised.

Mrs S says she was told she had not been advised to have a magna booster previously, as all the previous engineers were subcontractors. This might be right but it makes no difference why the magna booster was not mentioned before 2017, as there is no obligation on British Gas to have offered it at any stage, including in 2017. Mrs S says that a British Gas representative told her the fact there is no record of it being mentioned to her before 2017 "*looked bad*" but there's no dispute that it wasn't mentioned before 2017 and it didn't have to discuss such products with her at any time.

Similarly, whether it is a preventative measure or not makes no difference, as the crux of the matter is that British Gas doesn't have to recommend such products at any time. Mrs S might say she relied on its expertise to recommend products but it has no obligation to do so under the terms of a central heating insurance policy.

Mrs S also says she was told she'd get a magna booster fitted free. There is no recording of the call in which she says this was discussed. British Gas says this is because it was on a company mobile, rather than a landline. Mrs S says that as British Gas can't disprove what she says about the conversation, I should decide this issue in her favour. It is obviously useful to have call recordings but they are not always available and I have to consider all available evidence. British Gas's records don't give any indication that any such offer was made.

In any case, even if I accept entirely what Mrs S says about this call, I do not consider that it changes the outcome of this complaint. I say this because British Gas's final response to the complaint is that it is not offering a free magna booster. So even if one had been offered previously, which is not proven, British Gas is not bound by this if it subsequently changed its mind.

British Gas agreed to test the water in the central heating system and confirmed it was clean. Mrs S says this was a waste of her time but I don't agree. One conclusion of the fact the water was clear is that not having had a magna booster fitted previously has not affected the water quality. I consider this to have been a reasonable action to take. It has also offered to fit a magna booster at a discounted cost of £199.

I can see there was some delay in dealing with the complaint but we do not regulate financial businesses and I do not consider that this made a difference to the outcome of the complaint.

British Gas acted reasonably in testing the water and offering a discounted product. Having taken all the circumstances into account, I do not consider that I can reasonably require British Gas to do anything further in response to this complaint.

my final decision

I don't uphold this complaint 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 11 December 2019.

Harriet McCarthy
ombudsman