

complaint

Mrs S complains about the level of service she's received from British Gas Insurance Limited (BG).

background

In 2003, BG did a powerflush of Mrs S's heating system at her property. This enabled her to take out a home emergency policy with BG, which she then did. In October 2015, Mrs S contacted BG because a radiator was partly cold. BG's engineer advised that a powerflush was needed. Mrs S told BG that she'd had a powerflush in 2003.

In November 2016 Mrs S had further radiator problems, and two BG engineers attended. They also advised her that a powerflush was needed. An engineer then attended to do a powerflush but he didn't know how to complete the job. BG said it had sent the wrong type of engineer and Mrs S accepted £30 compensation for the inconvenience.

When another engineer attended on 23 November, he reported that he couldn't undertake a powerflush because incorrect pipework had been installed when the property was built in 1998. Pipework was buried in the walls of the property so if any blockages occurred during a powerflush, they would need to be located and the walls chiselled out to access them. The engineer removed the problem radiators and cleaned them manually, but told Mrs S that this would only be a temporary repair. BG's Service Manager told Mrs S that if she had any further problems, to get in touch and he'd arrange for her radiators to be flushed manually.

Mrs S complains that for the 13 years since she's had her policy with BG, it knew that she didn't have the correct pipework in her property. She thinks she should've been told this before she took out her policy. She's also dissatisfied that she was advised by a number of BG engineers to have a powerflush when her incorrect pipework would have made this a problem. She also thought BG's engineers should've removed and cleaned her radiators on their first visit in October 2015. She wants BG to install the correct pipework in her property.

BG has explained to Mrs S that the incorrect pipework in her property is an installation matter, and referred her to the Terms and Conditions of her policy. These say that her policy doesn't cover design faults that existed when her system was installed or when it was added to her agreement. It's explained that it's continued to carry out work on her system, and has removed radiators and undertaken manual flushes to solve the problems she's had, but it recommends that she replace her boiler and that the pipework to her radiators be re-run. It's apologised to Mrs S for any inconvenience caused, and has made her a goodwill payment of £250 which it says was the approximate cost of the powerflush she had in 2003.

Mrs S wasn't happy with BG's response to her complaint and referred it to this service. Our adjudicator pointed out to Mrs S that we aren't able to consider anything that BG did or didn't do before August 2009 when it became regulated by the Financial Conduct Authority. He considered that Mrs S's problems arose from a design fault and that under the terms of her policy, BG isn't required to remedy this. He also thought BG had acted reasonably in making a number of payments to Mrs S when it hadn't provided a good enough service. Mrs S doesn't agree with our adjudicator's view, so her complaint's been passed to me to make a final 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 Mrs S's complaint and I'll explain why.

Our adjudicator was correct in informing Mrs S that we can't look at complaints that arise from what BG did or didn't do before 2009. So unfortunately we can't consider whether BG did anything wrong in accepting Mrs S for cover in 2003, and can only consider matters arising since 2009.

What has arisen since 2009 is that Mrs S was initially told she needed a powerflush to resolve the problems with her radiators, and was then told that a powerflush wouldn't be possible because of her incorrectly installed pipework. BG has explained that this conflict of advice is because of the local knowledge that some of its engineers had from dealing with problems at other houses built in Mrs S's area at the same time. I think this is a reasonable explanation for the difference in the advice she was given.

Mrs S has asked BG to replace her central heating pipework. BG has referred her to a term of her policy that says that it doesn't provide cover for design faults that were there when her system was installed or when her system was added to her agreement. I think that the problem with Mrs S's pipework is covered by this exclusion, so I don't think BG is being unreasonable in saying that it won't replace her pipework under her policy.

As to the service BG has provided, it wasn't responsible for the incorrectly installed pipework that makes a powerflush unadvisable, and I think its engineers have done what they could in the circumstances to rectify problems Mrs S has had with her radiators. When service hasn't met expectations, BG has made compensation payments to her. In offering her £250, it's reimbursed her for the powerflush she had in 2003. In these circumstances, I think that BG has acted fairly and reasonably and so I'm not going to ask it to do anything further.

my final decision

My final decision is that for the reasons given above, I'm not going to uphold Mrs S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 7 August 2017.

Nigel Bremner
ombudsman