

## **complaint**

Through her daughter, Mrs S complains that British Gas Insurance Limited is responsible for poor service under a home emergency policy.

## **background**

Mrs S is over eighty years old. At her home she cares for an adult son who has a dialysis machine.

Where I refer to British Gas, I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

Mrs S had HomeCare cover for (among other things) her central heating. It covered repairs and an annual boiler service. She called for help with her central heating. She complained that – during the cold weather – British Gas took too long to fix it. And British Gas didn't fix the radiator in her bathroom.

### *our investigator's opinion*

Our investigator recommended that the complaint should be upheld. She thought that Mrs S had experienced some considerable problems with her heating and hot water systems for five months.

The investigator recommended that British Gas should pay £1,500.00 compensation for the distress and inconvenience this caused her.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mrs S and to British Gas on 28 May 2019. I summarise my findings:

I didn't agree with the investigator that Mrs S had been without a fully working central heating system and hot water for five months. I thought she had poor central heating and hot water for about ten weeks, no water at all on 23 April 2018 and an ongoing problem with the bathroom radiator.

Subject to any further information from Mrs S or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mrs S £750.00 for distress and inconvenience.

Through her daughter, Mrs S accepts the provisional decision.

British Gas disagrees with the provisional decision. It says, in summary, that:

- It disagrees with the amount of compensation recommended.
- British Gas believes a family member fitted the bathroom radiator incorrectly, approximately 8 to 10 years ago. It has never worked.
- The British Gas engineer has been going to this property for the last ten years and has advised Mrs S numerous times about the radiator and the fact that it needs re-

pipng and the floorboards lifting in the bathroom. Its work history shows that this was mentioned to Mrs S as far back as 2010 / 2011.

- As this was a poor installation, it's an exclusion under the policy.
- That's why British Gas didn't fix it under the policy.
- The engineers also still believe that that sludge is an issue with that system which could impact any future call outs

### 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 has had British Gas cover for many years. The policy renewal date each year was in October. The policy terms changed every few years.

Mrs S has said her bathroom radiator hadn't worked properly since about 2010.

My provisional decision said that I would concentrate on events from October 2017 onwards. But in response British Gas says that a third party had installed the bathroom radiator poorly 8 to 10 years ago. British Gas has referred to its work history from 2010. So I have had to look back at all of that.

I have counted over 20 engineers who have visited Mrs S, most of them on multiple occasions. None of their records mention poor installation, a family member or lifting floorboards. The closest any of the engineers came to recording a pre-existing fault was a note in December 2010 as follows:

*"ADVISED CUST ON PIPEWORK TO RAD"*

That doesn't specify whether it relates to the bathroom radiator or another radiator. And the note was written by an engineer who only visited on that occasion. There is no witness statement from any of the engineers who visited on multiple occasions over the years.

So I'm not persuaded that someone had installed the radiator poorly and caused a fault with it.

For the year from October 2017, the applicable policy terms were dated September 2017.

The policy covered parts and labour. But it didn't cover faults caused by anybody other than British Gas when any change or additions were made to Mrs S's central heating system.

And the policy didn't cover upgrading the system or the cost of a power flush. It also excluded the following:

*"Damage caused by limescale, **sludge** or other debris – if we've told you before that you need to carry out **repairs**, improvements or a **British Gas Powerflush**, or a similar process, but you haven't done so"*

Another policy term was as follows:

*“If someone else carries out a powerflush for you, you’ll need to show us the receipt before we carry out any more **repairs** or **replacement** work for damage caused by **sludge**”*

Together I think those terms mean that British Gas won’t cover damage caused by limescale, sludge or other debris during a period of time after British Gas advised a flush but before Mrs S got one done.

From the work history I can’t see that Mrs S reported heating problems as long ago as December 2017. I think it was in February 2018 that she called for help. I don’t think at that stage her boiler had broken down so that she had no central heating and hot water at all. The records say she had poor central heating and hot water.

The records say an engineer cleaned a pump. I don’t think that entirely solved the problem – as the engineer visited again on 6 March 2018. The records say that he got all the radiators hot apart from the bathroom.

But an engineer made another visit on 8 March 2018. So I think Mrs S was still having problems in cold weather. The engineer made the following note:

*“SYSTEM WATER IS LIKE TAR, IN BAD NEED OF POWERFLUSH”*

From the records, I think that was the first time that British Gas had told Mrs S to get her central heating system flushed.

Another note says that on 22 March 2018 British Gas dropped off some fan heaters. And on the next day Mrs S got a flush done by another company.

So, in response to the advice British Gas gave on 8 March 2018, Mrs S had got a flush on 23 March 2018. I don’t think British Gas would’ve got the flush done any quicker. So I don’t think it can say that Mrs S hadn’t followed its advice to get a flush as soon as possible.

There’s no evidence that sludge caused any material damage in those few days in March 2018.

Unfortunately there was a problem with Mrs S’s hot water cylinder. There was a particular low point in April when Mrs S’s son took hours to prepare for home dialysis but then found there was no water for the treatment. On 23 April 2018 British Gas recorded that Mrs S had no water at all.

But by 26 April 2018 British Gas recorded that it had fitted a new cylinder and a new filter and that the system was *“much better”*.

British Gas has told us that it did more for Mrs S than it was obliged to. And (from the level of sludge) I find it unlikely that Mrs S had a system filter until British Gas fitted one. So that was an upgrade which it gave her free of charge as a gesture of goodwill.

British Gas is suggesting that the policy didn’t cover some of the repairs because they were due to sludge. But the policy didn’t exclude all damage caused by sludge. It only excluded damage caused by sludge during a period of time after British Gas advised a flush but before Mrs S got one done. And British Gas hasn’t shown that there was any such damage.

The visit notes on 12 June 2018 suggests that the bathroom radiator couldn't be fixed because it would be a complex repair. But the policy doesn't exclude repairs on the grounds that they are complex.

More recently British Gas has suggested that the radiator repair was excluded due to sludge.

But – as with the other repairs – British Gas hasn't shown that the radiator had suffered damage caused by sludge during a period of time after British Gas advised a flush but before Mrs S got one done.

Alternatively British Gas has said that the radiator problem was due to poor installation. But I haven't been persuaded that someone had installed the radiator poorly and caused a fault with it.

In any event, Mrs S's daughter has told us that her husband was able to fix the bathroom radiator.

So, for all these reasons, I think British Gas should've fixed it in the policy year that expired in October 2018.

From the checklist, I can see that the annual service only took fifteen minutes on 15 June 2018. But I can't say that it should've taken longer to do the required checks.

After the complaint on 7 April 2018 British Gas should've sent its final response within eight weeks. Whilst it didn't send its final response until 25 June 2018, I don't share Mrs S's view that it employed unfair tactics. But its offer of £30.00 compensation was clearly inadequate – and Mrs S says she returned the cheque.

I don't underestimate the distress and inconvenience British Gas caused Mrs S by the shortcomings I've identified. She suffered in her own right and she was worried on behalf of her son.

But I don't agree with the investigator that Mrs S had been without a fully working central heating system and hot water for five months. I think she had poor central heating and hot water for about ten weeks, no water at all on 23 April 2018 and an ongoing problem with the bathroom radiator.

I keep in mind that British Gas supplied a filter as a gesture of goodwill. Overall I find it fair and reasonable to order it to pay Mrs S £750.00 compensation for distress and inconvenience.

### **my final decision**

For the reasons I have explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mrs S £750.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 July 2019.

Christopher Gilbert

**ombudsman**