

complaint

Mr B complains that British Gas Insurance Limited has limited the level of cover available to him under his insurance policy, following a diagnosis of sludge in his central heating system.

The circumstances and background to this complaint were set out in my provisional decision in September 2014, as follows:

“background

In October 2012, a British Gas engineer replaced a pump in Mr B’s boiler and carried out an annual service.

The engineer diagnosed that the pump had seized due to sludge and that chargeable work (a powerflush and a Magnabooster) was required. As a result, Mr B was told that British Gas would no longer offer him cover for water-carrying parts. The engineer also recommended a replacement boiler, as Mr B’s existing boiler was on a reduced parts list.

Unhappy, Mr B complained to British Gas, disputing that his central heating system was blocked with sludge. Mr B said he had recently had work carried out which had required the system to be fully drained and flushed.

British Gas subsequently wrote to Mr B to say that it would not cover any further faults arising with his central heating system, if that fault related to scale or sludge. As Mr B remained dissatisfied, he brought his complaint to the attention of this service for consideration.

British Gas subsequently arranged for an analysis of a water sample from Mr B’s central heating system. The water sample test recommended a powerflush of the system, as well as treatment with a protector and silencer.

Two of our adjudicators investigated Mr B’s complaint. Both concluded that British Gas was entitled to rely upon the results of the water sample test.

Mr B did not accept our adjudicators’ findings and says;

- the water sample test found the appearance of the system water to be clear;*
- the level of chloride noted in the water sample test is very close to the advised level;*
- the advised hardness deposition levels of less than 25% are impossible in the area in which he lives;*
- the company which carried out the water sample test has recommended using its own products for cleaning and protection and therefore have a vested interest in the test results.*

Mr B’s complaint has now been referred to me.

my provisional findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint. Having done so, I intend to depart from the conclusions reached by our adjudicators.

Mr B's policy excludes cover for the following:

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

Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs, improvements or a Powerflush (or a similar cleaning procedure) are needed to help ensure your appliance/system works properly".

In order for me to conclude that British Gas is reasonably entitled to rely on the above policy exclusions, I must be satisfied on the balance of probabilities that sludge or scale is present in Mr B's central heating system. As I am not a qualified central heating engineer, I can only seek to interpret the results of the water sample test in light of the submissions received from both parties.

British Gas has said "the outputs and levels of conductivity, chloride and alkalinity determined that intervention was required to reduce further damage being caused to the system".

British Gas has also provided a statement from one of its engineers which says:

"...the pump had seized due to corrosion this is why a flush was initially recommended. Corrosion occurs as a chemical reaction between water and dissimilar metals within the central heating system. This leaves a by-product within the system, which forms as sludge. Hard water in a central heating system leads to a build up of scale and can affect the way the parts within the system work. Chloride in the water promotes corrosive pitting of the metals. A flush would remove the risk from all these factors and our advice was correct and confirmed by the water test".

I do not doubt what British Gas' engineer has said about chloride and the effects of corrosion on a central heating system. However, although the water sample results show higher levels of chloride and excess chloride than the advised levels, the interpretation of the results stated on the report state that only a "risk" of pitting corrosion is indicated.

Furthermore, as Mr B has pointed out, the appearance of the water sample was noted to be clear.

Therefore, having taking into account the information which both parties have provided, the water sample test does not appear to me to show that extensive sludge or scale is in fact present in Mr B's central heating system.

British Gas has also provided a photograph of a central heating pump showing the effects of sludge deposits on that pump. However, as this is a photograph of a generic pump rather than a photograph of the pump which was removed from Mr B's boiler, I do not consider this supports British Gas' conclusion that sludge is present in Mr B's central heating system.

Overall, based on the evidence I have seen and in the absence of a detailed explanation from British Gas' engineer as to how the water sample test results demonstrate that sludge or scale is present in the system, I do not consider that British Gas has acted fairly or reasonably in this case.

my provisional decision

My provisional decision is that I uphold Mr B's complaint and I am minded to make the following recommendations:

- *British Gas Insurance Limited is not entitled to rely on the sludge diagnosis in October 2012, or on the results of the water sample test carried out in March 2013, when assessing any future claims under Mr B's insurance policy;*
- *British Gas Insurance Limited must pay Mr B £100 compensation for the distress and inconvenience caused to him by its handling of this matter"*

developments

Mr B accepted my provisional decision. British Gas did not respond.

As neither party has made any additional submissions, I see no reason to depart from my provisional findings.

my final decision

My final decision is that I uphold this complaint.

British Gas Insurance Limited is not entitled to rely on the sludge diagnosis in October 2012, or on the results of the water sample test carried out in March 2013, when assessing any future claims under Mr B's insurance policy.

In addition, British Gas Insurance Limited must pay Mr B £100 compensation for the distress and inconvenience caused to him by its handling of this matter.

Christopher Tilson

ombudsman