

summary of complaint

Mrs and Mr E complain that despite several visits, the fault with their central heating system was not fixed. They say that they were provided with conflicting information and consider that British Gas Insurance Limited had been negligent leaving them without a functioning central heating system in the middle of winter.

background to complaint

Mrs and Mr E have been British Gas customers for over 25 years. They say that when British Gas installed their boiler in 2008, it did not recommend a powerflush to be carried out. Mrs and Mr E say that no concerns were raised that the boiler might not work efficiently due to there being a one pipe system. Mrs and Mr E have expressed their dissatisfaction that the boiler continued to break down since installation.

The issue of complaint revolves around the visits that took place between November 2011 and January 2012. The central heating was switching itself off and this fault was reported to British Gas. On 11 November 2011, an engineer recommended a powerflush. As this was not covered under the policy, he provided a quote for £1,108. A heat exchanger was also ordered and fitted on 14 November.

On 21 November, British Gas arranged for the powerflush to be completed. However, as the central heating was a single pipe system, British Gas was unable to powerflush the system. The engineer, therefore, recommended that the radiators be replaced and provided a quote for this. This visit was not carried out under the HomeCare cover.

On 27 November 2011, an engineer visited following a report the boiler was going to lock out. British Gas says the fault was traced to a neutral wire that was not connected.

British Gas' records and the customer checklists provided by Mrs and Mr E show that on 21 January 2012, an engineer visited following a report the boiler had gone off and that a MagnaBooster replacement was fitted.

On 26 January 2012, an engineer visited following a report there was no heating or hot water. The pump was replaced and further issues were reported on the one pipe system. A quotation was given to upgrade the pipework.

On 27 January 2012, an engineer visited following a report there was no heating or hot water. The engineer advised the MagnaBooster was very dirty and there were circulation problems. British Gas says its engineer advised a re pipe of the system and PowerFlush.

Mrs and Mr E were without heating or hot water at this stage. It would appear that British Gas was unable to do anything to help as its recommendation for pipe upgrade was not carried out.

Mrs and Mr E employed a third party to complete a powerflush and say that this resolved the issue. They are aggrieved that British Gas did not restore the fault. In addition, Mrs and Mr E are disappointed that British Gas did not follow up on their circumstances and failed to provide expert assistance and guidance.

The adjudicator who reviewed the complaint took the view that the underlying cause of the problem was sludge. As the policy specifically excludes the cost of clearing sludge from cover, the adjudicator took the view that British Gas had not acted unreasonably or contrary

to its policy terms. She therefore concluded British Gas' offer of a refund of two months' premium totalling £95.74 was fair and reasonable.

Mrs and Mr E did not agree with the assessment. They felt that the adjudicator had not considered their points of concern adequately. They said that the visits on 26 and 27 January did not resolve the problem. During a subsequent visit on 30 January, they say that they were advised to change from a one pipe to a two pipe system. Mrs and Mr E say that the proposed work would have involved considerable expense and that British Gas had not provided a quote for this.

Mrs and Mr E stressed their request for compensation had to do with what they argued to have been negligence on the part of British Gas and the distress and annoyance this had caused.

As Mrs and Mr E remained dissatisfied with the adjudication the complaint was referred to me for final decision.

my findings

I have considered all the available evidence and arguments from the outset, in order to decide what is fair and reasonable in the circumstances of this complaint.

I realise that Mrs and Mr E feel very strongly that British Gas had let them down as it had not been able to complete a repair.

Mrs and Mr E have confirmed that their complaint is focused on the events in January 2012. However, as they have mentioned an overall dissatisfaction with the performance of their boiler that was installed by British Gas, I consider it prudent that I explain that I have not considered any part of this concern. This is because the installation of a boiler is not a regulated product that falls within the jurisdiction of the ombudsman service.

I would also like to highlight at the outset, any chargeable work completed or considered (like the powerflush or the recommended re-pipe work) do not form part of the insurance contract. The concerns raised surrounding this, therefore fall outside the jurisdiction of this service.

With regards to events that took place between December 2011 to January 2012, I note that there were a number of visits. As the fault persisted, I can appreciate the disappointment Mrs and Mr E feel. However, no insurance policy provides cover for every eventuality. Ultimately, the level of cover is defined in the policy and agreed in advance.

If the required remedial work is something that falls outside the terms of the agreement, then I do not think it would be reasonable to expect the insurer to complete a repair. Mrs and Mr E have said that British Gas had failed to provide professional guidance.

However, I can see that in November the problem with sludge was identified. The fact that British Gas was not prepared to complete a powerflush on a one pipe system is a professional and commercial judgement. I do not think it was unusual that this issue came to light after the engineer arrived to complete the powerflush. The pipe, as I understand it, was under floor and the engineer had to first get access before the problem was identified.

Once the engineer made the decision that he was not able to complete the powerflush, he suggested an alternative solution. I accept this was very expensive especially compared to the amount that would have been paid for the powerflush. Nevertheless, none of the work was covered under the policy and Mrs and Mr E were given the options to consider.

It follows therefore, in this instance, I do not think that British Gas had failed to comply with its policy terms. It is unfortunate that the required repair work was not covered under the policy.

For the delay and inconvenience that was caused I am in agreement with the adjudicator British Gas' offer of redress is fair and reasonable in all the circumstances.

my decision

I do not uphold the complaint. I do not require British Gas to do any more than the payment of £95.74 it has offered.

Christopher Tilson
ombudsman