

## complaint

Mrs S complains that British Gas Insurance Limited gave her poor service under a home care insurance policy.

## background

Mrs S called for help with her central heating boiler. She complained that British Gas left her without central heating and hot water.

Our investigator didn't recommend that the complaint should be upheld. He thought Mrs S had issues likely to have been caused by sludge – not covered by the policy as British Gas had previously recommended a power flush.

Mrs S disagrees with the investigator's decision. She says, in summary, that British Gas recommended a power flush but didn't say it was essential. And it renewed the policy knowing that no flush had been done. It left her and her family without heating and hot water, Mrs S says.

## my findings

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

From its records, I accept that Mrs S took out British Gas cover in the summer of 2015. From its records, I'm satisfied that British Gas did enough to draw her attention to the terms of the cover.

In December 2015 British Gas cleaned a pump blocked with sludge. It recorded that the system was dirty and that it had quoted for a flush.

British Gas knew it hadn't done a flush. But I don't think it could've known that Mrs S hadn't got someone else to do a flush.

In the summer of 2016 British Gas set up a new policy for Mrs S. From its records, I'm satisfied that British Gas did enough to draw Mrs S's attention to the terms of the cover.

One of the terms was an exclusion as follows:

*'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'*

In August 2016 British Gas inspected the boiler. From its inspection sheets, I see that the water test results were "amber" rather than "red". And it said a flush was "recommended" rather than "essential".

Neither the British Gas quote in December 2015 nor its inspection sheets in August 2016 used the word "need" in relation to a flush.

But, on balance, I'm satisfied that British Gas had – on both occasions – done enough to tell Mrs S that her central heating system needed a flush.

In November 2016, British Gas fitted a replacement pump.

And – when her central heating stopped working in April 2017 - Mrs S's boiler had a heat exchanger leak.

I keep in mind the policy terms and the fact that Mrs S hadn't followed the British Gas recommendation for a flush. So I don't think British Gas treated Mrs S unfairly by declining to fix her boiler under the policy.

I know that this left Mrs S without central heating and hot water for herself and her family.

British Gas tried to mitigate this by leaving portable heaters and looking at the immersion heater, which unfortunately wasn't wired safely.

British Gas also cancelled the policy on the grounds that it didn't meet safety standards. I'm satisfied that this was in line with the policy terms. British Gas made a refund of about £220 and I don't think that was unreasonable.

Overall I don't find it fair and reasonable to order British Gas to do any more in response to Mrs S's complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order 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 1 September 2017.

Christopher Gilbert  
**ombudsman**