

complaint

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

background

Mrs B found that a couple of radiators were not heating properly and that the system had a build-up of sludge. She complained that this was partly caused by British Gas fitting a pump incorrectly. So British Gas should reimburse her the cost of its power flush, she says.

our adjudicator's view

The adjudicator did not recommend that the complaint should be upheld. The adjudicator did not conclude that there was sufficient evidence that British Gas caused the build-up of sludge. The adjudicator said that British Gas' recommendation of a power flush was not unreasonable.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs B and to British Gas on 19 February 2015. I summarise my findings:

British Gas fitted the pump the wrong way round nearly two years before.

A British Gas service manager recognised that fact and offered Mrs B £200. I considered it fair and reasonable to hold it to its offer.

I was not satisfied that British Gas responded to Mrs B's request that it confirm the offer in writing. So I intended to order it to add interest at our usual rate.

Mrs B had not provided sufficient technical information to persuade me that British Gas caused all the build-up of sludge.

British Gas had made an incorrect submission which had prolonged the complaint, upset Mrs B and put her to further avoidable trouble. £150 is fair and reasonable compensation for this.

Subject to any further representations by Mrs B or British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to order British Gas Insurance Limited to pay Mrs B:

1. £200 towards the cost of the work carried out in March 2014;
2. simple interest on that amount at an annual rate of 8% from 12 March 2014 to the date it pays her. If it considers it has to deduct tax from the interest element of my award, it shall send Mrs B a tax deduction certificate when it pays her. She can then use that certificate to try to reclaim the tax, if she is entitled to do so;
3. £150 for distress and inconvenience.

Mrs B has not provided any additional information in response to the provisional decision.

British Gas disagrees with the provisional decision. It says, in summary, that it supplied and fitted the pump and valves only a month before it discovered that it was the wrong way round – and corrected it.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen British Gas policy terms including the following:

“8.4 Boiler and Controls and Central Heating exclusions

These exclusions plus ‘General Exclusions’ apply (see section 7).

We will not cover the following in your Agreement:

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

But I would not consider it fair to apply that exclusion if British Gas had caused or substantially contributed to the sludge or scale.

From the file, I see that a British Gas engineer replaced a pump in summer 2012.

About a year later British Gas completed an annual service and a repair.

What happened in February 2014 is recorded in the British Gas internal records as follows

“CODE 4 COLD SPOTS ON RADS. NO BETTER WHEN REST OF RADS TURNED OFF. NEW PUMP + VALVES OK. FALED (sic) WATER TEST.”

I consider that this note is ambiguous.

British Gas says the reference to a new pump is not a reference to the pump fitted two years before. It has provided a screenshot recording that the engineer ordered a replacement valve in February 2014. But British Gas has not provided documents sufficient to persuade me of its statement that the engineer supplied a new pump from “van stock” or that he ordered a replacement.

I do not understand the note to mean that British Gas fitted another replacement pump. Mrs B has provided a copy of the British Gas checklist. It does not mention a new pump. There is no entry in either of the boxes provided for “*Parts fitted this visit*” or “*Parts required*”. So I find it more likely that the note meant that the replacement pump which British Gas had fitted new in 2012 was functioning in February 2014.

I am satisfied that the water test indicated the presence of sludge. And on its recommendation, Mrs B paid British Gas about a month later for a power flush, a magnetic filter and other work. I have seen a British Gas checklist which includes the following:

“Turned pump right way”.

So, on balance, I am satisfied that Mrs B is correct in believing that British Gas fitted the pump the wrong way round nearly two years before. And I see from its file that – after Mrs B brought her complaint to us - a British Gas service manager recognised that fact and offered her £200.

I bear in mind that Mrs B’s system was over ten years old. I do not consider that she has provided sufficient technical information to persuade me that British Gas caused all the build-up of sludge.

And I do not conclude that it would be fair and reasonable to order British Gas to refund the whole of the cost of the power flush and the other work. But I do consider it fair and reasonable to hold it to its offer to pay Mrs B £200.

I am not satisfied that British Gas responded to Mrs B’s request that it confirm the offer in writing. So I will order it to add interest at our usual rate.

And I am not satisfied that British Gas has dealt fairly and reasonably with the complaint. In particular, British Gas made the following formal submission to us:

“Our Service Manager ...investigated Mrs [B’s] concerns and offered her a cheque for £200, as he believed we may have contributed to the sludge build up, as a pump that was fitted on 26 June 2012, was fitted the wrong way. [He] also advised that due to the amount of sludge in the system, the incorrectly fitted pump would not be the only contributing factor. However, our records confirm that the incorrectly fitted pump was installed on 17 February 2014 when Mrs [B] was advised of the presence of sludge.”

I have found this submission to contain an incorrect date for the error in the fitting of the pump.

I consider that this incorrect submission has prolonged the complaint, upset Mrs B and put her to further avoidable trouble. I conclude that £150 is fair and reasonable compensation for this.

my final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs B:

1. £200 towards the cost of the work carried out in March 2014;
2. simple interest on that amount at an annual rate of 8% from 12 March 2014 to the date it pays her. If it considers it has to deduct tax from the interest element of my award, it shall send Mrs B a tax deduction certificate when it pays her. She can then use that certificate to try to reclaim the tax, if she is entitled to do so;
3. £150 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B to accept or reject my decision before 27 April 2015.

Christopher Gilbert
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