

complaint

Mr P complains about poor service he received from British Gas Insurance Limited (British Gas) under his home emergency insurance policy.

background

Mr P has had a policy with British Gas covering his central heating system for a number of years. British Gas's records show that his system had circulation problems as far back as January 2010. In February 2013 British Gas cleared a blockage in a radiator and recommended a powerflush, which Mr P declined to have.

In May 2016, Mr P reported his boiler wasn't working. British Gas again recommended that a powerflush was needed. This wasn't included in Mr P's policy so he agreed to pay for it. At the same time, British Gas also replaced a heat exchanger and expansion vessel without charge. Circulation problems continued. Mr P said the problems he was now having weren't present before the powerflush. He thought it was unnecessary and he shouldn't have to pay for it.

British Gas said the powerflush wasn't responsible for the problems. It simply cleaned out accumulated sludge in the system. So there wasn't any reason why Mr P shouldn't pay for it. British Gas thought the problems lay in the way the system had been configured when it was installed by another contractor. Under its policy terms, it wasn't responsible for such problems. However it offered to pay Mr P £200 as compensation for some poor service issues.

Our adjudicator didn't recommend that this complaint should be upheld. British Gas's engineers advised that a powerflush was needed, and she hadn't seen any expert or other evidence to the contrary. The policy made it clear that a powerflush wasn't free. She thought the compensation British Gas had offered was fair for its poor service issues, and didn't recommend it had to do anything more.

Mr P responded that the current problem with his system was "reverse circulation", which he had never experienced before the powerflush, and was different from any previous circulation problems he had suffered. British Gas had fitted a valve to help stop this, but this meant heating was slow in circulating through the system.

The British Gas engineer who said in 2013 that he needed a powerflush didn't diagnose this properly. The system had worked fine between then and 2016, when British Gas just adopted the 2013 suggestion. Mr P said that an engineer from the boiler manufacturer told him that a powerflush shouldn't have been necessary, but neither he nor British Gas has been able to get written confirmation of this opinion. He was still experiencing intermittent noise from the system.

To resolve the slowness of the heating reaching the upper floors, British Gas removed the valve it previously fitted to stop the "reverse circulation". It said that so far as it was aware, Mr P wasn't experiencing further issues at present. If he did, it remained willing to arrange another visit under his policy.

British Gas said it might be that further sludge had accumulated. If so a further powerflush could be arranged. The long term solution to the problems Mr P was having would be for the

system to be re-piped. However as this was the result of a design fault, and British Gas didn't install the system originally, this wouldn't be covered under the policy.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I'm not a heating engineer, and in a case like this I have to rely on the expert evidence that is available to me.

It is clear that since May 2016, Mr P has experienced a series of problems with his boiler and heating system. He says that he didn't have any problems before the powerflush, and so it must be the cause of his problems. However he hasn't produced any expert evidence that this is the case.

British Gas's engineers, on the other hand, say that a powerflush simply wouldn't have this effect. They have tried various remedies to cure the problems, and believe that at present it is working properly. However they say that the root problem is a design fault in the pipework for which British Gas isn't responsible, and the cost of replacing this wouldn't be covered by Mr P's policy.

In the absence of any expert evidence to the contrary, I'm not in a position to contradict what British Gas's engineers are saying. If the problem is badly designed pipework, I agree that the rectification of this wouldn't be covered by Mr P's policy.

I think British Gas has acted reasonably under the policy terms in attending Mr P and trying to resolve his problems. There is no reason for me to say it shouldn't be entitled to recover the cost of the 2016 powerflush from Mr P.

British Gas has offered Mr P £200 compensation for some poor service issues, which seems reasonable in the circumstances. If Mr P hasn't yet received this, and now wishes to accept it, he should contact British Gas.

my final decision

My decision is that I don't uphold this complaint, and make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 3 April 2017.

Lennox Towers
ombudsman