

## **complaint**

Mrs D has complained about her Homecare boiler policy from British Gas. She believes that since 2009 it has not been suitable and that she was mis-led about the level of cover that she had.

## **background**

Mrs D had a Homecare policy with British Gas since October 1990. In April 2009 Mrs D had a problem with the radiators in her conservatory and an engineer told her that there was sludge in her central heating system. It was recommended that she had a Powerflush and this was recorded on her file. Mrs D says that she was not shown any evidence of sludge at the time. She didn't have a Powerflush, and no further problems occurred until 2014.

In November 2014 Mrs D had another radiator problem. The first engineer who visited told her that he thought the fault was with a valve. But he couldn't replace this under the policy because she hadn't had a Powerflush and she'd have to pay the cost of the repair herself.

The Homecare policy contains an exclusion that says that it will not cover *"Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs, improvements or a British Gas Powerflush (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly."*

He also advised her to have the central heating system flushed. She was quoted £619 for a Powerflush. He said that if she had this done, her policy would be valid again.

Mrs D asked for a second opinion from another British Gas engineer the next day. He couldn't find any sludge in the system and repaired the valve. He tested the system for evidence of sludge but couldn't find any. He reported that the water quality in Mrs D's system was good for its age.

Mrs D hasn't seen any evidence of sludge in her central heating system, and the second engineer didn't see any either. Another engineer has told her that the problem she had in 2009 could well have been caused by something else, and not sludge. But Mrs D believes she wouldn't have been covered for repairs to any water bearing parts since 2009 and believes she has paid her policy premiums since then for nothing.

British Gas have accepted that their engineer was wrong in 2009 and 2014 in identifying a water quality problem. It told us that full cover would have been provided after 2009. If an incident had occurred where a water carrying part was involved, an assessment would have been made at the time.

British Gas offered Mrs D compensation, initially of £50, for the inconvenience of their engineer's mis-diagnosis. This was later increased to £200. Mrs D doesn't consider this is acceptable. She initially wanted British Gas to reimburse her 50% of the premiums she paid since 2009, which would be £650. She has subsequently said she wants a full refund because of the way British Gas have dealt with her complaint.

Our adjudicator didn't uphold the complaint and thought that the £200 compensation offered by British Gas was reasonable compensation. Mrs D doesn't agree with the adjudicator's conclusion and so the matter has been referred to me to make a final decision.

### **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've decided not to uphold Mrs D's complaint, and I'll explain why.

It is unfortunate that British Gas' engineer made an incorrect diagnosis of the presence of sludge in 2009, and that this was relied upon by their first engineer in November 2014. If there had in fact been sludge in the system, and if a Powerflush hadn't been carried out, then it's right to say that Mrs D's policy wouldn't have covered her for any work that involved water bearing parts. She therefore believes the policy was not suitable for her needs and that from 2009 it was mis-sold to her.

I know Mrs D believes that she has been paying more than she needed to for her policy as she believes she wasn't covered. But she hasn't had any claims in this period that haven't been covered. As British Gas has made it clear that she would in fact have been covered in the event of a claim, I am satisfied that she has been provided with the appropriate cover.

So I don't think that Mrs D has suffered any detriment other than the frustration of having to have the problem in November properly identified as not involving any sludge, for which British Gas have paid her £200 compensation. I accept that if Mrs D had paid for a Powerflush that could've been identified as being unnecessary, she would've had grounds for claiming a higher level of compensation. But in the circumstances I think that the compensation already paid by British Gas is reasonable and I don't think it appropriate to require them to pay any more than this.

### **my final decision**

For the reasons I have given above, I don't uphold Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 21 September 2015.

Nigel Bremner  
**ombudsman**