

## **complaint**

Mrs J has complained that British Gas Insurance Limited (BG) advised her that a powerflush was needed to fix a problem with her boiler, when in fact a powerflush didn't solve the problem.

I've previously issued a provisional decision in respect of this complaint. Neither party has provided me with any further information that might persuade me that it would be fair to reconsider my original decision.

## **background**

Mrs J had a problem with the boiler in a tenanted property she owned. She's provided a chronology of the background to her complaint, which I think it would be helpful to summarize here.

On 12 October an engineer visited to undertake the annual boiler check at the property so Mrs J could get the required annual Gas Safety Certificate. Mrs J says that the property had been empty for some months prior to that while it was being redecorated. The heating had been kept on low during this period and the boiler appeared to be operating normally. According to Mrs J's new tenant, at this visit the engineer identified a leak and said he'd be back with the parts to fix it the next day.

BG's records show an engineers visited on 13 October (a Friday), and that the leak was fixed. He noted that a flue clamp was required for stability.

Mrs J says that that same evening her tenant contacted her to say that the heating/boiler wasn't working. She'd contacted the engineer and he'd told her what to do to increase the pressure, but it didn't stay up and the flame had now gone out. Mrs J contacted BG. It said it would send someone round between 12pm and 6pm on 14 October. The tenant then told Mrs J that the engineer had been in touch and said he'd return on 16 October and in the meantime she should continue to top up the pressure.

The engineer in fact returned on 14 October. He identified that the boiler wasn't operating and was in fact dangerous. He left it out of action and scheduled a return visit with a colleague for 17 October when he said they'd need to take the boiler off the wall. He said that ideally it needed to be powerflushed but that as that was expensive they'd do what they could to try to get it working.

BG's records show that the engineer returned on 17 October and fitted some parts. He returned the following day to fit further parts, and again recommended a powerflush.

On 21 October Mrs J's tenant was in touch with her again to say that the boiler was leaking again and that she had to keep topping up the pressure. She expressed concern that there was water dripping and it was above the electrical switchboard.

Further messages to Mrs J from her tenant followed over the next two weeks, which said that the boiler was working fine, but she had to keep topping up the system as there was still a leak.

The next engineer's visit was on 6 November when an engineer came to undertake the powerflush that had been recommended. He noticed a small leak under the boiler and a return visit was arranged for this to be fixed.

An engineer came the following day to fix the leak, but as he didn't have the necessary parts, he had to come back again two days later, on 9 November.

On (Sunday) 12 November, Mrs J's tenant contacted her again to report that the boiler was making very loud banging noises. She reported that there was still a problem with the pressure, although now there was no leak. BG said it would send an engineer on (Friday) 17 November. The engineer who came on that date noticed that there was an external pipe leak. He came back the next day and replaced a pressure relief valve (PRV). Mrs J's tenant says this engineer queried why a powerflush had been done as this wouldn't have dealt with the leak. She says that since the PRV was replaced the pressure has remained high.

Mrs J did some research on-line as to the symptoms of a heating system in need of a powerflush. She says her system showed none of these.

Mrs J says that she's paid for a powerflush that wasn't necessary as it didn't deal with the problem that only occurred after she'd had her annual safety check, and which was solved by the replacement of the PRV.

BG says that it contacted the engineer who'd visited the property on 14 October and who had recommended the powerflush. It says he'd noted that there was heavy sludge present and it was blocking a manifold. The powerflush removed the sludge, and the leak that then followed was as a result of the high pressure flushing. Small leaks after a powerflush are not uncommon. The powerflush was offered to Mrs J for £616.50 which represented a discount of 10% to reflect the poor service it acknowledged she'd received and the inconvenience her tenant had suffered up to that point. It maintains that its diagnosis was correct and that the faults were caused by sludge.

Mrs J says that the word "sludge" was never mentioned to her or to her tenant by any of the many engineers who had visited, and it doesn't appear in any of the visit records that the engineers gave to her tenant after each visit. She says that the powerflush wasn't necessary and didn't resolve the problem, which appeared to be with the PRV. As soon as this was replaced, the problems stopped. Mrs J wants the return of the £616.50 she paid for a powerflush and some compensation for the fact that it took five engineers and eight visits before the problem was identified and resolved.

As BG was maintaining that a powerflush had been necessary because of the sludge its engineer had found, and so wasn't willing to offer her any reimbursement, Mrs J brought her complaint to this service. Our investigator considered that because sludge had been identified in Mrs J's system, BG wasn't acting unreasonably in maintaining that a powerflush had been necessary even though it might not have been the primary cause of the boiler problem.

Mrs J didn't agree with our investigator's opinion, so she's asked that her complaint be considered by an ombudsman, so the matter's been referred to me.

## **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 upholding Mrs J's complaint and I'll explain why.

BG made six or seven visits to try to identify the source of the problem with Mrs J's boiler. It eventually recommended that she had her system powerflushed. Mrs J followed this advice and paid £616.50 for a powerflush, but it didn't solve the problem. She says her tenant was told by an engineer that the system didn't need a powerflush and that very little sludge came out. After three further visits, it appears that the problem was fixed by the replacement of a pressure relief valve.

Mrs J maintains that BG's engineer had said that a powerflush wasn't necessary. BG says it spoke to the relevant engineer and that he denies saying this, and said that the system was full of sludge and did need to be powerflushed. BG has said that its diagnosis was correct, that the faults were caused by sludge.

I'm not persuaded by this. There's a dispute on the facts as to the presence of sludge. BG says there was sludge present that was blocking a manifold. Mrs J, with information from her tenant, says that the sludge that actually came out of the system was very little. I'm prepared to accept that there was some sludge in the system. But that doesn't mean that it was the cause of the problem that Mrs J, or more accurately her tenant, had.

I think it's clear that initially there was a leak in the system, first identified on 12 October. Mrs J's tenant had to keep topping it up in order to get hot water. BG's engineers fitted a number of "O" rings to try to deal with the leak. The leak continued after the powerflush on 6 November, so the powerflush was of no assistance in dealing with the leak. The leak was fixed on 9 November. The system pressure continued to fall. It was only after another engineer identified a leak in an outside pipe and replaced a PRV that the falling pressure stopped and the system then operated as normal.

My view is that while a powerflush might have been useful in averting further problems, it doesn't appear to have contributed anything to the repair of the fault with Mrs J's boiler. I think that the problem was fixed initially by the fixing of leaks and then by the replacement of the PRV. So I don't think the powerflush was necessary at that time.

However, as Mrs J has benefitted from having what sludge there was removed from her system, which will ensure that sludge won't cause problems for some time, I don't think it would be reasonable to require BG to refund to Mrs J the full £616.50 she paid for her powerflush. I think it would be reasonable to require BG to reimburse her £400 of this amount.

I also think that it was unreasonable for BG to have taken eight visits over more than five weeks for it to have got to the bottom of what was causing the problem with Mrs J's boiler. A leak was identified on 12 October and wasn't finally identified and fixed until 9 November. It then took a further nine days to identify why the pressure was still dropping, and that the problem was with the PRV. The fact that for a period the boiler was declared unsafe, and then repeat visits, often because BG's engineers didn't have the parts they needed, which included such basics as "O" rings, would have caused inconvenience to Mrs J and her tenant. I think this justifies an additional award of compensation, and I think £150 compensation would be appropriate in these circumstances.

**my final decision**

My final decision is that British Gas Insurance Limited should pay Mrs J £400 towards the cost of her powerflush.

British Gas Insurance Limited must pay interest on this sum at the simple rate of 8% a year from the date Mrs J paid for her powerflush..

If British Gas Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from the interest payable, it should tell Mrs J how much it's taken off. It should also give Mrs J a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

I also require British Gas Insurance Limited to pay Mrs J compensation of £150.

Under the rules of the Financial Ombudsman service, I'm required to ask Mrs J to accept or reject my decision before 11 February 2019.

Nigel Bremner  
**ombudsman**