

complaint

Mr D complains that British Gas Insurance Limited wouldn't replace boiler parts under his home care policy and that it cancelled an appointment to do a power flush to his central heating system.

background

Mr D says British Gas has twice refused to replace a water pump and heat exchanger on his boiler. Also, when he agreed to pay for a power flush to his central heating system it took British Gas two weeks to give him an appointment which it then cancelled as its engineer was unwell.

Mr D says he's been a loyal British Gas customer for many years and he expects much better service. He wants compensation as he's paid a lot of money for a service he wasn't given.

British Gas says that in May 2013 it told Mr D he had sludge in his boiler which could cause damage and he needed to arrange a power flush to deal with the sludge. It wouldn't replace the water pump and heat exchanger as he hadn't arranged a power flush and the damage had been caused by sludge.

Our adjudicator thought British Gas had acted fairly about the damaged parts. Under the policy terms damage caused by sludge that British Gas had already told Mr D about isn't covered unless a power flush has been done to sort out the sludge. This meant any damage caused by sludge after May 2013 wouldn't be covered by the policy.

The adjudicator explained that we couldn't look into Mr D's complaint about the cancellation of the power flush appointment as it was a separately paid for service, not part of the policy. This meant we couldn't say whether the British Gas offer of £100 compensation for the missed appointment was fair. But the adjudicator told Mr D it was a larger sum than we'd generally recommend for cancellation of an appointment.

Mr D disagreed. He said he was 'shocked' the adjudicator suggested £50 compensation as this showed we'd not taken into account all the money he'd paid to British Gas. He wants British Gas to refund to him three years premiums (about £936) which he thought it had charged illegally for a service it hadn't given him.

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 don't uphold this complaint and I'll explain why.

damaged parts

The policy says there's no cover for damage caused by 'limescale, sludge or other debris' if British Gas had previously told Mr D that he needed to carry out a power flush, or a similar process, but he hadn't done so.

British Gas' notes show that in May and November 2013 and July, October and November 2016 its engineer advised Mr D that his central heating system needed a power flush, but he hadn't had one done.

British Gas didn't have to replace any parts damaged by sludge so on the evidence I have it's done nothing wrong. I note it fitted a new water pump in October 2014 under the policy but it didn't need to do so as British Gas says the pump failed due to sludge in the system.

Our adjudicator asked Mr D if he had any evidence from the private engineers that replaced the parts to show the damage to the water pump and heat exchanger wasn't caused by sludge. Mr D hasn't given us any such evidence. He says if British Gas doesn't have service records after seven years we can't expect him to have any records. But unless he has evidence that the damage wasn't caused by sludge the evidence is that British Gas has acted fairly. It doesn't need to refund any of the premiums and there's no evidence that it's 'illegally' charged him premiums for the policy as Mr D suggests.

power flush

The adjudicator's correctly explained why we can't look at Mr D's complaint that British Gas delayed in making, and then cancelled, an appointment to do a power flush.

The adjudicator didn't recommend British Gas pay Mr D £50 compensation. We can't recommend or award any compensation as we can't look at this part of the complaint. The adjudicator gave Mr D information about compensation we generally award for a missed appointment so Mr D had the information in deciding if he wanted to accept British Gas' offer. From its records it's already sent him £60 towards its offer.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 21 July 2017.

Nicola Sisk
ombudsman