

## **complaint**

Mrs K complains that British Gas Insurance Limited mishandled her central heating insurance policy.

## **background**

Mrs K had several visits from British Gas. It carried out repairs. Later it recommended a power flush and – when she didn't get one – it cancelled her policy. Mrs K complained that British Gas should pay for a power flush and reinstate her cover.

The adjudicator recommended that British Gas had made a fair offer to pay £100 compensation. He said it had withdrawn its offer of a new policy – and he wouldn't order it to put back its offer because he didn't think the cancellation had been unfair.

Mrs K disagrees with the adjudicator's opinion. She says, in summary, that British Gas failed to replace rust inhibitor in her system and then engaged in pressure-selling of a power flush.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

British Gas was the insurer responsible for dealing with claims. So where I refer to British Gas I include the engineers for whose actions I hold it responsible.

The policy didn't cover clearing sludge from the system.

And it said that British Gas could cancel the cover if it recommended Mrs K to have repairs but she didn't.

British Gas carried out an initial inspection. It didn't note any problem with sludge or lack of rust inhibitor.

I accept that it later visited twice to fix a leaking pipe. On balance I accept Mrs K's recollection that the first visit involved draining the system and that British Gas replaced the water but not the inhibitor.

Mrs K hasn't said she spent money on replacing inhibitor. So I won't order British Gas to reimburse her.

She thinks that the draining-down caused a movement of sludge or that the lack of inhibitor caused a build-up of sludge. But I don't think there's enough technical evidence of this. And it was only a few weeks between the draining-down and the time British Gas recommended a power flush.

It's not the case that a power flush is only available from British Gas. Mrs K was free to shop around to get one at the best price she could find.

I accept that British Gas quoted her £800. She resisted that offer.

But she hasn't said she got anyone else to do a power flush.

At the end of March 2016, British Gas said it was cancelling the policy and refunding about £37. I think this was in line with the terms of the policy. I don't share Mrs K's view that British Gas cancelled the policy unfairly.

Therefore I don't think it would be fair and reasonable to order British Gas to reinstate the policy or to offer a new one. I say this notwithstanding that British Gas made an offer of a new policy. It later withdrew that offer and I think it was entitled to choose who it offered insurance.

There was a problem about an arranged visit to Mrs K to quote for a power flush. But that was after the cancellation of the policy – which in any event didn't cover the power flush. And it was after the final response from British Gas.

Mrs K may wish to make a further complaint to British Gas about this cancelled visit. And it will be entitled to time to consider and respond to it. If Mrs K brings that complaint to us, we will have to think carefully whether it is a complaint which is within our jurisdiction.

But I think British Gas gave some conflicting information during many earlier visits. This caused Mrs K some upset and put her to some trouble. After she brought her complaint to us, British Gas offered £100.

I think that's fair and in line with what I would've ordered it to pay if it hadn't made that offer. So I will order British Gas to pay Mrs K £100 if it hasn't already done so.

### **my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Insurance Limited to pay Mrs K £100 for trouble and upset (if it hasn't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 2 March 2017.

Christopher Gilbert  
**ombudsman**