

complaint

Mr J is unhappy with the handling of a claim made under his central heating insurance policy with British Gas Insurance Limited.

background

Mr J made a claim under his policy on 14 November 2017, as he had no heating. British Gas came out the next day and replaced a number of parts but this didn't resolve the problem. British Gas sent a different engineer on 19 November 2017, who Mr J says didn't even look at the boiler and simply told him he would need to get a power flush, which would cost between £600 and £900. British Gas says he found the hot water was working but there were cold spots on the radiators and so recommended a power flush.

However, Mr J instructed his own contractor on 23 November 2018 who fixed the boiler by replacing again the diverter valve that British Gas had already replaced because it was faulty and by replacing the thermostat and sensor at a cost of £300. Mr J has asked that British Gas reimburse this cost and pay him compensation.

British Gas has not agreed to reimburse Mr J. It did offer to send an engineer out to inspect the boiler and the repairs but Mr J didn't agree to this at the time. British Gas did send Mr J £80 compensation for delays in dealing with his complaint. However, after the complaint came to us, Mr J agreed to the engineer attending and checking the repairs.

The engineer said that while Mr J was reluctant to allow him to carry out any tests of the water in his central heating system, he accepted that there was a water quality issue within the system. Mr J is adamant that the problem with his boiler was not related to this however. The engineer also found the boiler was working properly and there were no cold spots on the radiators, so there were no apparent hard blockages. However, he still considered there were issues with sludge in the system; the parts that needed replacing are affected by sludge and so is consistent with the advice it has been giving Mr J since it first told him to get a power flush in 2015. The engineer also said the diverter valve that Mr J's engineer had apparently replaced, had already been replaced by British Gas four days earlier.

British Gas also says there are a number of discrepancies about the invoice Mr J has produced, including that the company named are not apparently gas safe registered; it's vague about what was found and why it replaced the parts it did; and it has not been able to verify the company.

However, British Gas offered as a gesture of goodwill to reimburse the cost of replacing the sensor, of £75 or offered £100 off the cost of a magna clean water treatment, which would cost M J £370 and come with a lifetime guarantee.

Mr J didn't accept either offer and says this proves the power flush wasn't needed. He paid £300 for the repairs and was without heating for months because of British Gas's stance and had to stay with his sister and buy oil heaters. Mr J wants additional compensation for this.

One of our adjudicators looked into the matter and didn't recommend that it be upheld. He considered that British Gas's offer was reasonable. The adjudicator thought that British Gas was entitled to rely on the opinion of its engineers that a power flush was required. He asked for further proof regarding the oil heaters but none has been provided. The adjudicator also

considered that there were discrepancies with the invoice Mr J had provided, which have not been satisfactorily answered, including that there is no evidence that the work was done by a gas safe engineer.

Mr J doesn't accept the adjudicator's assessment and says that he had no control of the independent repairer and as a layman he had to agree to pay what he was asked to pay after the repairs.

As the adjudicator was unable to resolve the complaint, it has 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.

Mr J says he was without heating for months but it seems to have been around nine or ten days before his boiler was repaired. I have no doubt this would have caused difficulty. However, I am not satisfied that the time that Mr J was without heating was due to anything British Gas did wrong. It came out during that period and carried out repairs but more work was required. There's no convincing evidence that it should have been able to fix the boiler on the first visit.

Mr J then had some repairs carried out which fixed the boiler despite not having had the power flush done. However, that in itself doesn't mean that it was wrong to recommend a power flush. British Gas says that without the power flush the system would be prone to further breakdowns. It suggests that the parts that needed to be replaced are ones that are susceptible to being damaged by sludge.

The engineer that inspected Mr J's boiler more recently said there were no longer cold spots on the radiators, which suggested that there are no hard blockages of sludge but that there is still sludge in the system. I can understand why Mr J considers that this vindicates his position. However, I don't agree that this proves that it was wrong to tell Mr J that he should have a power flush done in November 2017.

In any event, even if this wasn't correct, I don't consider that I can reasonably ask British Gas to reimburse the costs that Mr J has claimed. The concerns that British Gas has about the invoice presented have not been explained. The invoice is claiming for installation of the diverter valve, which it had already replaced and the company named on the invoice have not been verified as gas safe engineers. Mr J says he is a layman and simply had to pay what he was asked. However, I am not satisfied that this should mean British Gas should pay this invoice. Having considered everything, I am not persuaded I can reasonably ask British Gas to pay any more than it has already offered towards the repair. If Mr J now wishes to accept that contribution towards the cost of the sensor or the discount from the magna clean treatment, he will need to confirm acceptance of this decision.

my final decision

I don't uphold this complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 28 January 2019.

Harriet McCarthy
ombudsman