

The complaint

Ms R has complained that British Gas Insurance Limited (BG) failed to correctly identify the cause of a problem with her hot water supply.

What happened

Ms R has a Homecare policy with BG. Shortly after an annual service visit in July 2019, Ms R experienced an intermittent supply of hot water to her bathroom. She called BG and an engineer attended on 9 August. He wasn't able to observe the problem as it was intermittent, but he thought it might be a problem with the mixing valve for the shower. Ms R had this replaced by another engineer a few weeks later, which cost Ms R £158.40.

Ms R says that the problem continued until the hot water stopped completely. She called BG again and an engineer visited on 15 December. He thought it might be a problem with either the boiler's diaphragm or the flow switch, as the fault was intermittent. The flow switch was replaced on 16 December, but this didn't fix the problem, so the next day the diaphragm was replaced. This had deteriorated significantly, and when this was replaced, the system worked properly again.

BG has accepted that its initial diagnosis was incorrect and refunded Ms R the £158.40 she spent on the replacement mixing valve. It also offered her £60 compensation for the inconvenience she'd been caused.

Ms R initially accepted BG's offer of £60, but then withdrew this as she feels that £250 is more appropriate. She feels that the deteriorating diaphragm should've been identified at the service visit in June. As she wasn't satisfied with BG's offer in response to her complaint, she brought it to this service.

Our investigator didn't consider that BG had acted unreasonably in that as soon as BG were made aware of the re-occurrence, they fixed it within a day. Ms R hadn't suffered any financial loss, and she'd been offered £60 compensation.

Ms R doesn't agree with our investigator's view and has asked that her complaint be considered by an ombudsman, so it's been passed to me to make a final decision.

What I've decided – and why

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

I'm not upholding Ms R's complaint and I'll explain why.

I've taken into account that Ms R experienced problems with her hot water supply for some time, but it appears that this was intermittent. BG's engineer didn't notice it when he visited on 9 August 2019, so he told Ms R it might've been the mixer valve. Some time passed before Ms R had this replaced, but it would've been replaced by 5 September when Ms R was invoiced for this work.

But it wasn't until December 2019 that Ms R contacted BG again to complain that she was still experiencing hot water problems in her bathroom. BG engineers then attended on three consecutive days until the problem had been correctly identified and resolved.

I don't consider that BG is to blame for the fact that Ms R continued to have this problem for so long. If she'd contacted BG in September after it became apparent that replacing the mixer valve hadn't solved the problem, the problem could've been sorted out then.

As to whether the deteriorating diaphragm should've been identified at an annual service visit, I've taken account of what is routinely done at an annual service. Ms R's policy states:

"One of our engineers will visit your home to complete your annual service. This will include testing the gases your appliance or boiler produces. If the visit shows that it's necessary to take your appliance or boiler apart to adjust or clean it, we'll do so. During the visit, our engineer will fill in a checklist that shows you exactly what we've looked at. If we find a problem or fault that needs to be fixed, we'll tell you about it."

I consider that a fault that's only intermittent is very difficult to identify and wouldn't be apparent from the sort of inspection carried out at an annual service. Nor would it have been apparent to BG's engineer when he attended on 9 August. It's often the case that various tests need to be done to find the root cause of a problem. Whilst this can be frustrating, I think it's up to the customer to report back if an attempted fix hasn't had the desired result.

BG has reimbursed Ms R for the cost of the mixer valve that she had fitted when BG's engineer initially suggested it might be the cause of the problem. And as soon as Ms R told BG some three months later that the problem was continuing despite the replacement of the mixer valve, BG visited again quickly and correctly identified the cause of the problem.

As I consider that BG wasn't responsible for the length of time it took to identify and fix Ms R's hot water problem, I consider that BG's offer of £60 compensation is reasonable in the circumstances.

My final decision

For the reasons I've given above, I'm not upholding Ms R's complaint and I don't require British Gas Insurance Limited to do anything other than to pay Ms R the £60 compensation it offered her if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 10 September 2020.

Nigel Bremner
Ombudsman