

## **The complaint**

Mrs H has complained that British Gas Insurance Limited (BG) failed to investigate a problem with her hot water system despite her raising this at annual service visits.

I've previously issued a provisional decision in this case and received further comments from BG and Mrs H which I've taken into account .

## **What happened**

Mrs H has had a HomeCare insurance policy with BG for over 30 years. After she purchased a new kitchen and boiler around 10 years ago she found that the hot water was never reaching the desired temperature. When she raised this with BG on a number of occasions, she was told that this was because the boiler wasn't appropriate for the size of her home and the only solution was a new boiler. Mrs H accepted this explanation and says she put up with inadequate hot water for 10 years because she didn't want to go to the expense of replacing her boiler.

In 2020 she mentioned this issue to another (non - BG) engineer who was doing work in her bathroom. He quickly identified that the diverter valve was faulty. He also recommended that the heat exchanger was checked or cleaned at the same time. Mrs H reported this to BG and it sent an engineer who agreed with the diagnosis. On examining the boiler he found that the diverter valve was blocked and the plate heat exchanger had a hole in it. These problems were rectified since which time Mrs H has had an excellent supply of hot water. Mrs H is upset that for 10 years she repeatedly mentioned the hot water problem to various BG engineers when they undertook her annual boiler service, but none of them considered that this was a problem that should be investigated, and instead blamed the size of her boiler.

BG has said that it has no record of Mrs H having raised any concerns, and that unless she'd requested a repair, a fault couldn't be diagnosed. It's also explained that the purpose of an Annual Service is to ensure that a boiler is working safely and efficiently. During an Annual Service its engineers would remove the front of the boiler casing and visually inspect the inside of the boiler for signs of water leaks, mechanical deterioration and signs of heat stress. Engineers would also always carry out a combustion check. Should these checks highlight any issues, or should there be any visible issues, such as a water leak or corrosion, further checks would be carried out and the appliance would be either repaired or made safe.

BG also said that it had nothing to show that Mrs H's annual services had not been completed correctly, and there hadn't been a significant number of problems reported on her boiler.

BG has also explained that if a customer reports a fault to an engineer who's conducting an annual service, the engineer will either look at the fault while he's there if he has time, or if not, will arrange for a follow up visit for another time. As it had no record of any faults being reported, it therefore rejected the complaint.

Mrs H wasn't satisfied with BG's response to her complaint and brought it to this service. Our investigator's view was that as there were no records of Mrs H having complained to the BG engineers conducting her annual boiler service, then BG wasn't aware of the problem. He therefore didn't think it would be fair to ask BG to do anything.

Mrs H doesn't accept our investigator's view and has asked that her complaint be referred to an ombudsman. It's therefore been referred to me to give 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 upholding Mrs H's complaint, and I'll explain why.

I've looked at BG's visit log for Mrs H's property to see what it records about the problem Mrs H says she had. From this I note that in 2011 there is a record of the engineer on that occasion recording "*Code 0 Boiler not meeting customer expectations but OK*". There are no other comments made in BG's visit log.

I asked BG for a copy of its Service Protocol as Mrs H has made reference to this. BG provided a copy of this in response to my provisional decision. I note that Section 12 of this provides that as part of a service one of the checks to be performed is of the heat input. It states:

*"Where the maximum heat input cannot be achieved in accordance with the MI's / data badge further investigation will be necessary to determine the reason e.g. restricted heat exchanger, inadequate appliance inlet working pressure etc".*

It has also provided its explanation as to the process its engineers are supposed to follow if a customer raises an issue with them during the course of an annual service, and I've made reference to this process above.

Although there is only one record in BG's visit log of Mrs H's boiler not meeting expectations, I consider it more likely than not that Mrs H did raise the problem she had with her water temperature with engineers who visited for her annual services, although BG's records show that Mrs H didn't have annual services performed in 2013, 2016 and 2019. She says she had to boil a kettle when doing washing up, and she installed an electric shower because her boiler wasn't up to providing the hot water needed, so I'm sure she would've been eager for a solution.

But Mrs H didn't report a fault directly to BG because she says she'd been told on a number of occasions when she'd raised the problem with servicing engineers that it was simply her boiler not being of the right size for her house. I can understand why Mrs H might not have reported a fault having been told this a number of times.

In my view, there was a failure by engineers who visited Mrs H between 2006 and 2020 to identify that there was problem with Mrs H's water temperature when she told them about it. It appears from BG's service protocol that heat input is one of the checks that's required. The quick check that Mrs H's third-party engineer did, which simply involved running the hot tap and then feeling the two pipes under her boiler, enabled him to identify the problem. Only one of these, the hot water pipe, should've been hot if hot water was being drawn. If both this pipe and the central heating flow pipe became hot, which appears to have been the case, an engineer should've suspected a problem with the diverter valve or plate heat exchanger, and therefore the need for a repair. If they didn't have time for this, they could've

advised Mrs H to arrange for a repair visit, or could've arranged for this themselves. But they all appear to have placed the blame on the size of the boiler without further investigation.

I therefore consider that BG should've done more to investigate why Mrs H's boiler wasn't providing adequate hot water. Its failure to do so caused her considerable inconvenience in that for a number of years she had to work around an inadequate hot water supply.

I believe that BG should pay Mrs H compensation for this inconvenience. I've taken account of BG's argument that it can only attend to a problem if it's been notified of it. But in this case I consider that it's engineers should've identified the problem either as part of the service process or in response to Mrs H informing them of it, which I'm satisfied she would've done. If the visiting engineer didn't have time to investigate himself, he should've arranged for another engineer to do so. It appears that a simple check by a knowledgeable engineer quickly identified the cause of the problem.

My provisional view was that compensation of £500 would be appropriate in this case to reflect the lengthy period of time during which Mrs H suffered considerable inconvenience. In response to my provisional decision, Mrs H has asked me to consider increasing this sum. She's compared this to the amount she's paid BG over the years for her cover.

I've taken Mrs H's submissions into account, but I've also taken into account that Mrs H received a number of other benefits from her HomeCare policy. She may have had little need to call upon it over the years she's had it, but the cover it provided her with for a number of domestic incidents was available to her should she have needed it. It's in the nature of insurance policies that they are there for when incidents happen, and more often than not they don't, but one can't obtain a refund of premium if no use is made of them. I therefore consider that £500 remains fair and reasonable in the circumstances.

### **My final decision**

For the reasons I've given above, I require British Gas Insurance Limited to pay Mrs H compensation of £500.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 4 May 2021.

Nigel Bremner  
**Ombudsman**