

The complaint

Mrs B complains about the service she received from British Gas Insurance Limited under her HomeCare policy. She believes it should have diagnosed an issue with her radiator during annual services.

Mrs B's daughter brought this complaint to our service. But for clarity – I'll refer to all submissions as being made by Mrs B directly.

What happened

Mrs B holds a HomeCare policy of insurance, which she's held since around 2016. This policy covers her for issues relating to her boiler, controls and central heating. It includes an annual service and repairs to plumbing, drains and home electrics. Mrs B has had her boiler annually serviced by British Gas since the inception of her policy.

In around July 2021, Mrs B became aware that a radiator within the downstairs of her property was continuously on. This coincided with her spending more time at home and a friend suggested this could be due to the radiator being incorrectly configured.

Mrs B contacted British Gas and requested the attendance of an engineer to diagnose the problem with the radiator. An engineer attended and inspected the radiator and serviced the boiler at the same time. They confirmed what Mrs B's friend had suggested and rectified the problem.

After this visit, Mrs B complained to British Gas. She felt it should have identified the issue when engineers had visited her property to undertake annual services over the years. And she argued that it should compensate her in order to recognise that the error had caused her to pay higher energy bills. She also requested a refund of the service charges she'd paid.

British Gas investigated Mrs B's complaint. However, there was a delay in it responding. When it did respond to her concerns it said its engineers hadn't identified any issues with the radiator in question as Mrs B hadn't made them aware of the issue during previous service visits. It also stated that, once it had been aware of the issue, it had attended Mrs B's property and resolved the problem. It therefore didn't think it had made an error but it accepted it hadn't responded as promptly as it ought to have in relation to Mrs B's complaint and offered her £50 as a gesture of goodwill to recognise any delay.

Being unhappy with British Gas' response to her complaint, Mrs B complained to our service. Her complaint was considered by our investigator, who didn't recommend upholding this complaint as they thought British Gas had acted fairly and reasonably.

British Gas agreed with our investigator's view of this complaint. But Mrs B didn't. She requested an ombudsman's assessment. I've therefore been asked to decide what is a fair and reasonable way of resolving this complaint.

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'd like to thank Mrs B and British Gas for the level of detail contained within their submissions. I've read and considered all the information provided and, if I haven't specifically referred to a point that Mrs B or British Gas have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

I'm sorry to hear about the difficulties Mrs B experienced here. I recognise that she incurred a financial loss as a result of the issue with her radiator because this led to an increase in her energy costs. And I know she feels very strongly about this matter. But, while I sympathise with Mrs B, the issue that I must determine is whether I think British Gas made a mistake, or treated her unfairly, such that it needs to now put things right. In thinking about this, I've considered things from both sides and I'll explain why I'm not going to be able to help Mrs B in the way she'd like.

The available evidence demonstrates that a radiator within Mrs B's property was incorrectly configured, which meant it was connected to the water. This error caused the radiator to be on continuously rather than being active on demand and this caused Mrs B's energy bills to be more expensive over the years.

Mrs B has told our service that the incorrectly configured radiator is in her dining room. From what I've seen, it's reasonable to infer that this is a room that's been in regular use since the radiator was incorrectly installed, which was in around 2009. Mrs B has confirmed that this radiator was not installed or connected to Mrs B's water by British Gas. It therefore isn't responsible for causing the error.

The Homecare policy that Mrs B holds is an insurance policy. Under the terms of a policy British Gas is obliged to undertake an annual service. But the policy also places an obligation on the policyholder to report any problems with the boiler, controls, central heating, plumbing, drains and home electrics so that British Gas can undertake any necessary repairs that the policy covers and do so promptly.

Due to the age of Mrs B's boiler, it isn't compatible with the boiler IQ hardware that British Gas offer its customers. This hardware permits British Gas to monitor a boiler remotely. So, it can detect whether the boiler is failing to provide heat or hot water. This tool therefore wasn't available to British Gas here.

The terms of Mrs B's Homecare policy define an annual service as:

"a check in each period of agreement to ensure that your boiler, gas appliance or central heating, and ventilation is working safely and in line with relevant laws and regulations".

The terms go on to state:

"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".

The evidence I've seen persuades me that an annual service would include a boiler service and an inspection to ensure there were no leaks or other issues. The main purpose of the

service is to inspect the boiler. I'd also expect any visual problems with other systems covered by the policy to be identified during a service visit.

Mrs B has stated that she would have expected an engineer to have identified the issue with her radiator during service visits. But, based on the available information, I'm satisfied that a service wouldn't necessarily identify when and for how long a radiator was on unless an engineer had been informed that the radiator was on continuously when this wasn't what a policyholder wanted. So, I don't think it's reasonable to expect an engineer to be aware of an issue of this nature, during a service visit, unless a customer reported a problem at that time.

Mrs B has confirmed that she wasn't aware of the problem with her radiator until around July 2021 and this meant that she couldn't bring the issue to the attention of British Gas until this time. When she made British Gas aware of the problem, I can see it dispatched an engineer to her home who identified the issue and resolved it. There was no delay in the action British Gas took. And I'm persuaded that, had British Gas been notified of the fault during an earlier service, it would have, most likely, rectified it during that visit as happened once the problem was reported by Mrs B. I therefore can't say it made a mistake.

Mrs B has told our service that she wants me to direct British Gas to refund her service costs. But I've already explained why I'm not persuaded that British Gas ought to have detected and rectified the error until it was made aware of it. The evidence demonstrates that British Gas has been appropriately servicing Mrs B's boiler under the terms of her Homecare policy each year. So, I can't fairly tell it to refund the service charges she's paid. And, because I haven't found evidence that British Gas erred, I can't ask it to compensate Mrs B for the additional costs she's incurred with her energy bills because of the problem with her radiator.

I can see that British Gas offered Mrs B £50 as a gesture of goodwill to reflect any delay she experienced in it dealing with her complaint. Strictly speaking, we don't have the power to look at how businesses deal with complaint handling – as it's not a regulated activity under the legislation that governs our service. So, even if I did think British Gas hadn't done things well in this regard, I wouldn't be able to uphold that element of Mrs B's concerns or make an award. I can't act outside the law. I therefore won't comment any further on how British Gas dealt with Mrs B's complaint.

I know that Mrs B will be disappointed by this decision. But I haven't seen enough evidence to persuade me to uphold this complaint. I'm not satisfied that British Gas acted unfairly. So, I won't be directing it to do anything else to resolve this complaint.

This now brings to an end what we, in trying to resolve Mrs B's dispute with British Gas informally, can do for them. I'm sorry we can't help Mrs B any further with this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 28 September 2022.

Julie Mitchell
Ombudsman