

The complaint

Mr and Mrs B complained that British Gas Insurance Limited (“British Gas”) failed to diagnose an issue with their hot water valve under their home emergency policy.

What happened

Mr and Mrs B said their hot water valve was faulty which resulted in higher-than-normal bills. British Gas replaced the valve, without cost, under the policy. However, Mr and Mrs B were unhappy with the time it took British Gas to identify the problem, which they say led to additional gas usage equivalent to £3,000 over a period of circa 18 months.

Mr and Mrs B argue that the valve should’ve been identified as faulty as part of their annual service which was included as part of their policy.

Mr and Mrs B said they spoke to British Gas’ engineers about the excessive hot water when engineers responded to call outs (for boiler malfunctions), but these conversations weren’t recorded on the job records. Mr and Mrs B believe that the boiler problems could’ve been associated with the constant open hot water valve which may have meant their hot water was on all the time.

British Gas argued that it hadn’t been called out due to an issue with the hot water, so they didn’t specifically check the valve. British Gas can’t be certain when it stopped working. It didn’t think it was negligent and didn’t think it caused the additional gas usage.

Mr and Mrs B want British Gas to pay £3,000 for higher gas usage.

Our investigator decided not to uphold the complaint. She thought British Gas had met its obligations under the policy and she didn’t think there was evidence that its negligence had led to higher gas usage. Mr and Mrs B disagreed, so the case has been referred to an ombudsman.

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.

Mr and Mrs B has presented evidence in the form of historic gas bills which they believe prove the gas valve had been faulty for some time. In other words, they think the water was being heated all the time rather than been controlled by the thermostat and timer. British Gas said it’s impossible to say when the valve stopped working. It also explained gas usage is often unpredictable, so it doesn’t think the bills themselves are conclusive. I think it’s likely the valve did malfunction for a time as British Gas had later reported it as corroded.

So, I’ve considered whether British Gas should’ve identified the fault sooner. Mr and Mrs B said the fault should’ve been picked up as part of the “*annual service*”. The policy explains the “*annual service*” as “*a check in each period of the agreement to ensure your boiler, gas*

appliance or central heating, and ventilation is working safely and in line with relevant laws and regulations”.

Page 28 of the policy explains this further. It 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”.*

British Gas have advised that as some of the annual services happened during Covid – checklists weren’t left with customers (to reduce the risk of infection spread). I can see British Gas recorded in its log when it carried out services and any actions it took. I haven’t seen any evidence to suggest the boiler wasn’t working safely or within relevant laws. So, I’m unable to say British Gas hasn’t met its obligations under the policy to carry out an *“annual service”*.

British Gas were called out several times to deal with issues with the boiler. Mr and Mrs B think this could’ve been due to an underlying issue with the heating valve. I can see British Gas attended multiple times between 2018 and 2023. British Gas said none of these call outs were due to issues with the hot water. It said it fixed each issue in line with its requirements under the policy. I haven’t seen any evidence to suggest the issues that were raised weren’t fixed adequately.

I appreciate Mr and Mrs B said during some of these call outs they’d raised some of their own concerns in relation to the hot water system. For example, the water been too hot or the boiler venting all the time. The detail of these visits is brief as the job reports are limited to a certain number of characters. So, it’s not possible for me to know what exactly what was discussed.

I’ve noted as part of the complaint investigation, British Gas’ technical team were consulted. I think its good practice to get a second opinion.

The technical team concluded *“that it is impossible to know when the hot water zone valve had started being faulty as this can happen at any time. Having reviewed all previous visits our technical team [were] confident that the issue was not present, or, preventable by British Gas as no signs were present during any of the visits by our engineers, nor were any issues reported under the policy during that time”.*

The technical team also spoke to [the] engineers who had attended previously and noted that *“none had seen any signs or had any concerns with the hot water valve during their visits. In our visit history, there is no indication on any of the visits that the issue pertained to the hot water being on constantly, or issues with the hot water valve. Had issues been present this would have been noted during the visits and addressed by the engineer. We also assessed whether any of those jobs would have impacted the gas consumption and consensus is that the works completed would not have had this impact. Furthermore, it was explained that had had the valve been stuck in the ‘on position’ for the full 20 months it would have become apparent sooner, as other issues would have arisen that would have come to Mr & Mrs B’s attention – such as, the boiler overheating and cutting out regularly. None of the effects of an overheating system are evidenced in the visit history. No incidents of this nature have been reported to attend to”.*

I can completely understand Mr and Mrs B’s theory in respect to their higher gas usage. However, for me to uphold the complaint, I need to be both convinced there is evidence

there has been negligence by British Gas, and the negligence has led to the financial consequence outlined.

I think it's plausible the faulty valve led to some increased costs. However, I don't think this has been proven. There is also no expert testimony to show British Gas failed in its provision of service. There isn't evidence it didn't meet the terms and conditions of the policy. British Gas has carried out annual services and it has fixed the issues it has been presented with. There isn't evidence to identify exactly when the valve failed. And as there isn't evidence of British Gas' negligence, I can't link their actions with the higher gas usage.

For these reasons and as we are an evidence-based service, I'm not in a position to uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 25 March 2024.

Pete Averill
Ombudsman