

## **The complaint**

Miss M complains about the way British Gas Insurance Limited dealt with repairs to a boiler carried out under a Homecare insurance policy.

## **What happened**

Miss M took out a Homecare policy to provide breakdown cover for the central heating at a property she let to tenants. The policy was underwritten by British Gas and ran from January 2023 until it was cancelled in October 2023.

This complaint is about repairs carried out in January 2023. Miss M says that, after the repairs had been done, the boiler stopped working after the pump seized and she then discovered there was no inhibitor in place. She says British Gas should have carried out a water test when it did the repairs in January 2023 and if it had, she would have known there was no inhibitor and could have dealt with that.

British Gas says it doesn't have to carry out a water test or replace the inhibitor, unless it carries out any work that removes the inhibitor, in which case it will top it up. Miss M disagrees and has referred to British Standards BS7593:2019. She says British Gas is in breach of this Standard.

Our investigator didn't think British Gas was at fault, because:

- the standards Miss M has referred to are good practice - they are guidelines, not mandatory requirements; and
- they apply to installing, re-commissioning and servicing boilers, not to repairs like this, so it would not be fair to say British Gas had to comply with these and the policy terms don't require it to.

British Gas did accept there had been some poor service and paid some compensation in respect of that. The investigator thought the compensation was fair.

Miss M disagreed with the investigator's view about British Gas' obligations when carrying out the repair and provided further comments.

The investigator considered further evidence about the standards but didn't change her view. So Miss M has requested an ombudsman's 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.

Miss M has provided very detailed submissions in support of her complaint. And the investigator made further enquiries in response to Miss M's comments on her view. I've considered all of the information submitted, but I won't comment in detail on every single point that has been raised and will focus on the key points that are relevant to the outcome.

That reflects the nature of our role, which is to provide an impartial review, quickly and with minimal formality.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

This complaint is solely about repairs that were carried out under the policy in January 2023, so that's what I have focused on. Miss M has raised other concerns with British Gas but they are not part of this complaint.

The starting point is the policy terms. These set out what is – and is not – covered by the policy, and say the policy doesn't include *'Replacing or topping up your system inhibitor unless we've removed it.'*

So the policy terms don't require British Gas to replace or top up the inhibitor unless it has been removed. However, when considering what's fair and reasonable, I need to take account of all the circumstances, including relevant codes of practice and (where appropriate) what I consider to have been good industry practice at the time.

The crux of this complaint is Miss M's concern that British Gas has not complied with British Standard BS7593. She says this came into force in June 2022 and was integrated into the Building Regulations, it's mandatory, and British Gas failed to comply with this when carrying out the repair.

I've considered BS7593. I appreciate Miss M says it is mandatory, but it states

*"As a code of practice, this British Standard takes the form of guidance and recommendations. It should not be quoted as if it were a specification..."*

The key points in BS7593 include:

- the water in the central heating system should be treated with an inhibitor;
- the water system should be checked after commissioning and then annually, with the inhibitor re-dosed every five years; and
- following work on the system, if the protection has been significantly diluted or replaced, the inhibitor should be checked to ensure it meets the manufacturer's recommended concentration.

These requirements concern the initial installation and the servicing of a boiler; they don't specify that the water needs to be checked every time any repair is done – only that the water should be checked if repair work involves significantly diluting or replacing the protection, in which case the inhibitor should be checked.

Miss M has provided detailed comments and referred to various sources of evidence. There is some reference to checking the water after repairs, but I don't find the evidence she's provided very persuasive that a water test must be carried out every single time a repair is done. For example, the evidence she has provided includes the following comments:

*"The benchmark scheme is one way that competent engineers installing, and commissioning heating and hot water appliances can comply with the requirements of the Building Regulations..."*

*The Benchmark scheme also seeks to have the level of inhibitor checked at the annual service and this is often a requirement of the appliance manufacturers warranty and is a requirement of BS 7593:2019..."*

Again, this is referring to installing and servicing boilers.

The Standard refers to checking the water where inhibitor has been reduced – and that's in line with the policy terms, which say the policy doesn't cover replacing the inhibitor unless British Gas has removed it.

The repair work in January 2023 involved repairs to electrical components, the PCB and thermostat. British Gas has explained the engineers didn't carry out works that required the system to be drained, so wouldn't have needed to replace or top up the inhibitor.

Even if Miss M is correct that British Gas has failed to meet the relevant standard, that wouldn't necessarily mean the complaint must be upheld. I would need to go on and consider the impact of any failing. Miss M says the absence of inhibitor led to the boiler failing and being deemed uneconomical to repair, which meant she had to replace it. But there's little evidence of that. In any event, I'm not satisfied British Gas has failed to meet the relevant standard, for the reasons set out above.

I appreciate Miss M feels very strongly that British Gas is not meeting its obligations. I'm only considering how this specific repair was dealt with and not any other considerations. Taking everything into account, I'm satisfied the way this claim was dealt with was in line with the policy terms and was fair.

British Gas did acknowledge there was some poor communication when it arranged a visit after the policy had ended. This was treated, in error, as an insurance claim on the policy, but the policy had been cancelled. It paid £100 for the distress and inconvenience this caused. I can only consider the impact of this on Miss M, as the policyholder (not the tenants). I'm satisfied the compensation was fair, taking into account the impact on her.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 22 April 2025.

Peter Whiteley  
**Ombudsman**