

## **The complaint**

Mr O complains that he was mis-sold an insurance policy for his boiler and central heating system by British Gas Services Limited ('BGS').

## **What happened**

Mr O had a HomeCare Two policy with BGS which he'd renewed for a couple of years and previously made a claim on. In 2019, he contacted BGS to make a claim on the policy as he'd had intermittent loss of heating and hot water, and the boiler had also been making an unusual noise.

BGS sent their engineers to look at Mr O's boiler in October 2019 and November 2019. However, on both occasions the boiler was working, not displaying any faults or making any noise so the engineers couldn't identify any faults. They did however tell Mr O that his boiler was getting old and it may be more difficult to get replacement parts for it should they be required.

Mr O was frustrated by this and complained to BGS. He said that when he'd tried to claim on his policy, he was told it would be unlikely the engineer could replace the parts due to the age of the boiler. And felt that the engineers were more interested in selling him a new boiler rather than repairing his existing one. He also said that he'd been able to research what the fault could be himself, but the engineers couldn't find it which he didn't think was good enough. So he asked for a refund of his annual premiums.

When Mr O didn't receive a response from BGS as quickly as he would have liked, he asked this service to look into his complaint.

BGS replied to Mr O but didn't uphold his complaint. They said that their engineers had attended Mr O's property on two occasions and his boiler had been working without fault. They also explained that as part of their engineer's visit, they would advise on the efficiency of the boiler including age for example. And that following this advice, Mr O replaced his boiler with a third party. So, they couldn't see that they had done anything wrong.

Our investigator didn't recommend that the complaint was upheld. She said that BGS had sent engineers to look at Mr O's boiler and therefore they had met the terms of the policy, so she didn't think it had been mis-sold. She also said that whilst she understood Mr O was unhappy with the advice provided by the engineers, it was part of their remit to do so, and that Mr O could choose whether or not to follow their advice.

Mr O didn't agree as he felt he should have been told the policy was no longer suitable. So he asked for an ombudsman to look into his 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.

Having done so, I've decided not to uphold it. I'll explain why.

When buying the HomeCare Two policy, BGS had a responsibility to Mr O to provide him with enough information to help him decide whether or not the policy was suitable for him. In this case Mr O hasn't disputed that the policy was suitable for his needs when he first took it out, but he feels BGS should have told him that the policy was no longer suitable for his needs. Mr O feels that he's been paying a monthly premium for a service he didn't receive.

Mr O has also told us he feels he was mis-sold the policy because BGS's engineers told him that it was unlikely they'd be able to get replacement parts for his boiler due to its age. Whilst I understand that Mr O's experiences when trying to claim on his HomeCare Two policy has led him to believe that he was mis-sold the policy but based on the evidence I've seen I'm not persuaded that's the case.

I've seen a copy of the renewal documents sent to Mr O dated 15 October 2018 which said *"Our records show that your boiler is..... Your Boiler's manufacturer stopped making your particular model of boiler a while ago. They're still making the most important parts for your boiler some other parts are becoming difficult to source. This means we may not be able to fix your boiler if it breaks down, but we'll do our best to keep it running for as long as possible. In the unlikely event we can't fix the boiler, you may be able to get a refund back dated to when you last had work done, or to when you renewed your agreement – whichever's the most recent"*. So, I think BGS did make Mr O aware it was possible there might be a limitation to the policy before he chose to renew it.

I acknowledge Mr O's comments that he was repeatedly told the parts wouldn't be readily available for the boiler. However, as the boiler was working and not displaying any faults at the time of both the engineers' visits, there was no reason for them to look at replacement parts or alternative options. And I'm unable to comment on what may or may not have happened in these circumstances or indeed what parts may or may not have been available.

Looking at the policy documents I've seen that under the section 'Replacement parts' it says *"We'll try to get parts from the original manufacturer or our approved suppliers. We'll try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting...If we can't get hold of the parts, we may need to cancel your agreement (or part of it). If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find replacement parts, we'll do what we can, within reason, to repair it."*

Whilst I recognise that Mr O found it frustrating for the BGS engineers to tell him that his boiler was getting old and express their thoughts about its parts, I don't think they've done anything wrong. They had an obligation to Mr O as their customer to let him know that they may be limited in getting the actual manufacturer's parts and what repairs they could undertake. So, I think it's more likely the engineers were trying to manage Mr O's expectations about the service they could provide him with.

I also recognise that Mr O doesn't feel he received the benefit from the premium's he paid. However, Mr O did have two engineer visits in 2019 which included an annual service, investigations and advice. So he has received a level of service from BGS - albeit not what he wanted – and these visits would have been covered through the cost of his annual premium.

So based on the evidence I've seen, I'm satisfied that BGS did make Mr O aware that his policy may not be suitable and that there may be limitations to the service they could

provide. I'm also satisfied that BGS provided the service Mr O had paid for as part of his annual premiums by attending his property on both the occasions that Mr O called them.

I acknowledge that Mr O feels strongly about this, and that this won't be the outcome he was hoping for. However, having reviewed his complaint in full, I can't reasonably say that BGS mis-sold him the HomeCare Two policy, so I won't be upholding the 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 Mr O to accept or reject my decision before 1 March 2021.

Jenny Lomax  
**Ombudsman**