

The complaint

Miss M complains about the service she received when she made a claim under her HomeCare insurance policy with British Gas Insurance Limited (“British Gas”)

What happened

Miss M has HomeCare cover with British Gas and has done for a number of years. The policy covers the boiler, controls and central heating including an annual service, plus repairs to plumbing, drains, and home electrics.

Miss M says British Gas didn’t service her boiler correctly and then in September 2021 her boiler stopped working.

So she contacted British Gas who said she wasn’t insured for a boiler replacement. And it provided her with a quote to replace the boiler. When she complained British Gas said she should have read the terms and conditions of the policy. Miss M has said she has some difficulties reading and understanding things.

Miss M says she was left without heating in the winter and was told to boil a kettle to bath the children. Miss M said she cancelled her insurance and asked for her insurance premiums back.

British Gas refused to replace the boiler

Since British Gas refused to replace the boiler Miss M says she was forced to borrow money from family and friends in order to replace it herself. Miss M wants British Gas to reimburse her for the premiums she paid over the years thinking she had boiler replacement cover.

Miss M complained to British Gas. British Gas said the terms and conditions of the policy confirm it doesn’t replace boilers which are over 7 years old and Miss M’s boiler is over 20 years old. British Gas paid Miss M £105 as a goodwill gesture.

Miss M wasn’t happy with the response she received from British Gas and so referred her complaint to our service.

Our investigation

Our investigator reviewed what had happened for Miss M. She said she had looked at the log of callouts to Miss M and couldn’t see any evidence it had refused to repair the boiler.

She also said British Gas stated it wouldn’t replace the boiler since it was 20 years old and that’s within the terms and conditions of the policy.

The investigator also said the goodwill gesture from British Gas was generous in the circumstances. And so she didn’t uphold the complaint.

Miss M didn't agree with the investigator's outcome and so the matter has come to me to decide.

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 Miss M's complaint. I know this will come as a disappointment to her. I'll explain why.

Miss M would like British Gas to reimburse her for the cost of the premiums since she believed the policy covered a boiler replacement but it doesn't.

Policy cover

Miss M's policy says it provides cover for, "*unlimited repairs to your gas central heating system including boiler and controls and gas supply pipe.*" And I can see from British Gas' notes that Miss M had contacted British Gas on a number of occasions to repair her boiler under the policy.

The policy also provides for, "*boiler replacement if we can't repair it and its less than 7 years old (or less than 10 years if we installed it and have covered it ever since).*" Miss M's boiler couldn't be repaired, and was over ten years old, and so British Gas didn't need to contribute towards the replacement boiler under the terms of the policy.

Renewal documentation

From what I've seen Miss M's renewal documentation confirmed that her boiler manufacturer stopped making this boiler a while ago. And noted that some parts were difficult to source.

At the bottom of the final page of the policy document for the 2018 renewal there is a section called 'Important information' which details the boiler's make and model. It explains the manufacturer stopped making her particular model of boiler a while ago. The policy says;

"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."

British Gas weren't aware of Miss M's dyslexia and says it doesn't have any vulnerabilities listed for Miss M. So I can't say it did anything wrong in not offering any additional support since it wasn't aware there were any difficulties.

I know my answer will be disappointing for Miss M. But, having considered everything, I think the steps British Gas has already taken to put things right before Miss M came to our service were fair and reasonable. So, I won't be asking it to do anything further.

My final decision

For the reasons I've explained I don't uphold Miss M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 16 March 2023.

Kiran Clair
Ombudsman