

## The complaint

Mr B has complained about the cover British Gas Insurance Limited (British Gas) offered under a home emergency policy after boiler parts became obsolete.

Mr B is represented by Mrs D, who I will also refer to in my decision.

## What happened

Mr B had a HomeCare policy with British Gas, which renewed each year. In 2023, Mrs D complained to British Gas because she said Mr B had recently been advised that his boiler was obsolete and it was no longer possible to source some parts. Mrs D said British Gas should either source alternative parts or replace the boiler for free.

When British Gas replied, it didn't uphold the complaint. It said it had first told Mr B in 2018 that the boiler was no longer made and that it might be difficult to obtain parts. It said it could quote for a new boiler. It also explained the types of factors it took into account when it calculated a renewal premium.

So, Mrs D complained to this service. Our investigator didn't uphold the complaint. She said British Gas had told Mr B about the availability of parts on several occasions. It also continued to be able to obtain 100 parts. The policy also didn't include providing a replacement boiler under circumstances like these. She said British Gas had acted fairly.

As Mrs D didn't agree, the complaint was referred to me.

## 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 don't uphold the complaint. I will explain why.

The boiler was fitted about 20 years ago. Mrs D said British Gas didn't tell Mr B there were issues with sourcing parts until 2023. I've seen the renewal notice sent to Mr B in 2018. This said:

*“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”*

As well as the 2018 renewal, British Gas also provided this information in later renewal documents. Mrs D has confirmed that Mr B received the renewal notices. During annual service visits, engineers also suggested to Mr B that he might want to replace the boiler.

Mrs D also said British Gas had made the boiler and key parts obsolete. Looking at what British Gas told Mr B, it was that the boiler manufacturer, which wasn't British Gas, stopped making the boiler but still made parts for it. British Gas provided the information about the boiler and parts to Mr B, along with explaining that it might not be possible to fix the boiler if it broke down. So, I think British Gas made Mr B aware of the situation. It was then up to Mr B to decide whether to keep renewing the policy and if he wanted to continue with his current boiler.

Mrs D has also said British Gas should replace the boiler under the policy as Mr B had been paying for full cover. Looking at the policy, it explained the circumstances in which a boiler would be replaced. These were if the boiler was less than seven years old, less than 10 years old if British Gas had installed and provided continuous cover for the boiler or if the boiler had caught fire or exploded. None of these applied to Mr B's boiler.

Mrs D has also said British Gas should have reduced the premiums because it couldn't provide all the parts. She said Mr B was also being charged considerably more than she was paying British Gas for her own policy. When British Gas replied to the complaint, it said:

*"With the comparison of costs of the agreement with the Homecare policy you have in place at your address I have advised both agreements are different and because you have a 5 year warranty in place. [O]ver the 5 year term you will be paying a reduced rate for Homecare as the boiler is under warranty therefore the price will increase once the term comes to an end and in the same breath each policy cost will differ as we do take into account breakdown history, make, model and age, location, radiators covered etc." (as original)*

So, British Gas explained why Mr B's premium was different to Mrs D's. It also described the types of factors it took into account when calculating a premium. This was much broader than the availability of parts. The policy terms also explained that:

*"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, this explained what would happen about premiums if the boiler couldn't be fixed. There were also 100 parts that British Gas was still able to source. I'm aware Mrs D has said some of the parts that were no longer available were key parts of the boiler. But British Gas told Mr B on multiple occasions there were issues with sourcing parts and also suggested he might want to replace the boiler. I think that was reasonable.

Having thought about all of the above, I don't uphold this complaint or require British Gas to do anything further.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 January 2024.

Louise O'Sullivan  
**Ombudsman**