

## The complaint

Mr H and Ms W complain about British Gas Insurance Limited's handling of a boiler claim on their HomeCare policy.

Both Mr H and Ms W are named policyholders on their HomeCare policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr H, I'll refer mainly to Mr H from here onward.

## What happened

Mr H had a British Gas HomeCare insurance policy that covered, among other things, his boiler and central heating system. In December 2024, he called British Gas to report a problem with his boiler. British Gas instructed an engineer to inspect it.

The engineer found the boiler needed a new heat engine, pump, and flue manifold. However, the manufacturer had discontinued this model in 2010 and the flue manifold couldn't be replaced. This meant the boiler couldn't be repaired. British Gas told Mr H he needed to replace it.

Mr H complained about this. He said British Gas could have repaired the boiler because the flue could be replaced. He said if it wasn't willing to do so it should replace his boiler/central heating system.

British Gas didn't uphold the complaint. It said, in summary:

- It had warned him since at least 2020 that it might not be possible to find replacement parts for his boiler.
- The flue manifold was "*obsolete*". This meant the boiler couldn't be fixed.
- Under the policy terms, it didn't have to replace the boiler/central heating system because it was more than ten years old.
- It also noted that the boiler hadn't been serviced since October 2018. It had written to him every year about arranging this but he hadn't replied.
- It refunded the premium for his central heating cover back to the start of the policy year.

Mr H didn't accept this and brought his complaint to this service. He wants British Gas to either fix his boiler or refund his premiums after his boiler was ten years old.

Our investigator didn't recommend that the complaint should be upheld. She found that Mr H's boiler couldn't be repaired because the replacement part was no longer available. She was satisfied that British Gas's decision not to replace the boiler was fair and in line with the policy terms.

Mr H didn't agree, so the complaint was passed to me to make a final 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.

First, Mr H has made several detailed points about why he believes British Gas acted unfairly. I've looked at everything he's said but I don't think I need to comment on each point to reach the right outcome. I've focused instead on what I think are the key issues.

The engineer's report and British Gas's internal notes say the heat engine, pump, and flue manifold had to be replaced. The engineer classed the boiler as 'At Risk'. His safety warning notice – issued on the day of inspection and signed by Mr H – said: *"Not working, several parts required, some obsolete."* The safety notice also showed the engineer turned off the central heating system with Mr H's permission.

British Gas's technical team's explained how the flue and the flue manifold work. It told us the flue manifold is an integral part of the boiler and said:

*"If the flue manifold has a hole in it, the products of combustion would not fully be pushed to out [sic], but some would recycle within the boiler creating poor combustion – this would also cause corrosion inside the boiler that could lead to products of combustion entering the property. There is no alternative part or workaround to the flue manifold. The boiler would be unsafe to operate with the condition of the existing manifold."*

The flue connects to the flue manifold on the exterior of the boiler case.

British Gas has provided evidence that Mr H's boiler was discontinued by the manufacturer in June 2010. It also sent us evidence that the manufacturer stopped making the flue manifold for this type of boiler in July 2024. This meant it couldn't source a replacement part from either the manufacturer or its approved suppliers. Page 30 of the policy booklet says: *"If we can't get hold of the parts we may need to cancel your agreement (or part of it)."*

Given the above, I'm satisfied that British Gas couldn't replace the flue manifold. I'm also satisfied this meant the boiler was unsafe and had to be switched off by the engineer. I think it was reasonable for British Gas to tell Mr H his boiler should be replaced. I don't accept Mr H's argument that British Gas should have to find a flue manifold similar to the broken one and use this to fix his boiler. If he wants to try this, he's free to find an engineer willing to do this.

Page 10 of Mr H's policy booklet explains that British Gas will replace a broken boiler if *"it's less than seven years old or it's between seven and ten years old, we installed it and it's been continuously covered by us."* This is also set out in the Insurance Product Information Document (IPID). British Gas has shown that Mr H's boiler was 17 years old. This matches Mr H's statement that his central heating system was replaced in 2007. So I'm satisfied that, under the policy terms, British Gas doesn't have to replace the boiler.

I don't agree with Mr H that British Gas should have to refund his premiums from 2017 onwards. His boiler was still covered by his policy after it was more than ten years old. Only British Gas's obligation to replace it if it couldn't be repaired ended at that point. While the boiler wasn't serviced after 2018, British Gas has shown that it sent Mr H multiple service reminders each year. Under the policy terms, *"It is your responsibility to book an annual service visit"*. Given Mr H failed to arrange this, I don't think British Gas can be held liable for the boiler failure.



Each renewal letter from March 2018 onwards included a statement explaining the potential difficulty in replacing broken parts because the manufacturer had stopped making this model. For example, the March 2018 renewal letter said:

***“Important information – parts availability.** Our records indicate that your boiler is [make and model]. Your boiler’s manufacturer stopped making your particular model of boiler a while ago. And whilst they are still making the most important parts for your boiler, some other parts are becoming difficult to source. At some point in the future we may not be able to fix your boiler if it breaks down.”*

Subsequent renewal letters included a similar warning.

Mr H says he didn’t receive the renewal letters or the service reminders. British Gas has supplied evidence that it sent these every year between 2018 and 2024, and the address it holds for Mr H on its system is correct. I accept that one letter might be misrouted, however I think it’s unlikely all of them failed to reach Mr H. I’m satisfied that British Gas sent Mr H adequate information about his policy.

Finally, Mr H notes that the renewal letters don’t specify which parts might be unavailable. He also says the engineer’s safety notice didn’t say which part was obsolete. I accept those points, however I don’t think they’re relevant. I wouldn’t expect a renewal letter to list all unavailable parts for several practical reasons. For example, I think it’s likely these would be different for different manufacturers and different boilers. I also think it’s possible this might change during the policy year. So I think a general warning is enough. And, as I’ve said, the engineer’s report identified which parts had failed/were no longer available.

British Gas refunded Mr H’s premium for his central heating cover back to his latest policy renewal in March 2024. I think this was fair and in line with both the policy terms and the renewal letter he was sent each year. I recognise that Mr H feels very strongly about this and he’ll be disappointed with my decision. But based on everything I’ve seen, I think British Gas has acted fairly. I won’t be asking it to do anything more.

### **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 H and X to accept or reject my decision before 22 May 2025.

Simon Begley  
**Ombudsman**