

complaint

Mrs C complains that British Gas Insurance Limited has been unfair when it renewed a home emergency policy for her boiler.

background

In 2003 Mrs C took out a home emergency policy for the boiler at her tenanted house with British Gas. The policy was renewed each year until 2016 when Mrs C cancelled it. Mrs C ended the cover when she was informed that British Gas could only provide limited cover for the boiler's parts because of its age.

Mrs C complained to British Gas as she thought it had provided her with policy that wouldn't actually cover her boiler. And this had been the case for several years. British Gas didn't agree with her complaint. It said that it had applied the terms and conditions of the policy to Mrs C's boiler. It had provided the annual service and the landlord's Annual Gas Safety Check certificate. British Gas offered to repay the premiums Mrs C had paid in 2016.

Mrs C complained to this service. Our adjudicator investigated her complaint but didn't recommend it should be upheld. He thought Mrs C had benefited from the policy and that she had been advised since 2012 that parts for her boiler were hard to get because of its age. Mrs C didn't agree and the complaint has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mrs C boiler hasn't been manufactured since 1982. So I'm not surprised that as time went on its parts became harder to obtain. As the boiler hasn't actually broken down British Gas has only been required to service it.

Mrs C strongly feels that British Gas should've written to her at renewal highlighting that cover for the boiler was limited. But I've seen from British Gas' notes that since 2012 it has repeatedly said the boiler should be replaced and the parts were becoming obsolete.

This information appears to have been given to Mrs C's tenant when engineers attended to service or inspect the boiler. I don't know what arrangements Mrs C had with her tenant when British Gas sent its engineers. Or what happened to the written checklists the engineers provided at the end of a visit. The checklists included written advice about the age and condition of the boiler. But I don't think it was unreasonable for British Gas to deal with the tenant if they were present during their visit.

I've seen the policy terms and conditions and it says that repairs will be carried out "so long as all the essential working parts are available". So I think that taking into account the age of the boiler (30 years) together with the advice British Gas provided, Mrs C should've been aware that British Gas's ability to carry out repairs to the boiler may be limited. I don't think British Gas was acting unfairly when it renewed the policy as Mrs C could've chosen not to continue with the cover.

I also don't think that the policy put Mrs C at a disadvantage. British Gas has covered Mrs C's boiler as it has conducted the annual services and provided the necessary gas

safety certificates. I don't think it would be fair or reasonable to require British Gas to repay her premiums. But I do think British Gas' offer to repay the premiums paid in 2016 before Mrs C cancelled the policy was fair. I'm not upholding her complaint.

my final decision

I'm not upholding Mrs C's complaint and I don't require British Gas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 31 May 2016.

Jocelyn Griffith
ombudsman