

complaint

Mrs B complains that British Gas Insurance Limited should refund some of her payments on a landlord's HomeCare policy. She says that it had been unable to get spare parts for her boiler since about 2007.

background

Mrs B let her property to tenants. After the boiler broke down, she had to have a new one. She complained that British Gas had not told her that spare parts had been unavailable for several years – but it had continued to collect payments.

The adjudicator did not recommend that the complaint should be upheld. She concluded that - every year since 2009 - British Gas had recommended a new boiler because it could no longer get all spare parts for the old one.

Mrs B disagrees with the adjudicator's opinion. She says, in summary, that British Gas had not told her in writing that it could no longer get spare parts.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The manufacturer stopped making boilers like Mrs B's in about 2000. I accept her statement that it later told her that it had stopped making spare parts in 2007.

But I find it likely that British Gas could have dealt with most repairs up to about 2010. After that it would have had increasing difficulty. But the usual policy terms make provision for this. So I do not share Mrs B's view that British Gas would have been unable to fulfil its duties under those terms.

Mrs B was abroad when British Gas carried out the annual services. But I have seen an engineer's note in 2011 as follows:

"RSL"

I accept that this means that the boiler was on a reduced service list.

I have also seen an engineer's note in 2013 as follows:

"ADVISED BOILER IS ON REDUCED PARTS..."

From these notes, I find it more likely than not that in 2011 and 2013, a British Gas engineer told Mrs B's tenant of the situation and also recorded it in checklists left at the property.

Keeping in mind the usual policy terms, I accept that British Gas did enough to draw the situation to the attention of Mrs B.

For the period since the policy renewal in 2013, British Gas has refunded about £180 for Mrs B's payments less the cost of the annual service and landlord's safety inspection. It has also paid £100 for the time it took to respond to her complaint.

As I am satisfied that it had acted in line with the usual policy terms, I do not conclude that it would be fair and reasonable to order British Gas to pay any more to Mrs B.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs B to accept or reject my decision before 12 June 2015.

Christopher Gilbert
ombudsman