

## **complaint**

Mr and Mrs A complain that British Gas Insurance Limited did not complete a repair to their boiler due to the required part being obsolete.

## **background**

Mr and Mrs A hold a HomeCare policy, underwritten by British Gas Insurance Limited.

Mr and Mrs A's boiler was installed in 1982, making it approximately 31 years old.

A British Gas engineer attended at Mr and Mrs A's property in September 2011, March 2013 and April 2013. During each of these visits British Gas recommended that the boiler be replaced due to its age, efficiency and availability of parts.

In November 2013, a British Gas engineer attended at Mr and Mrs A's property and found that the required part for a repair was obsolete, and so the repair was not possible. A quote for a new boiler was provided.

Mr and Mrs A complained to British Gas, saying that an independent engineer had informed them that they were able to obtain a refurbished part for their boiler.

However, due to the age and efficiency of their boiler, they did still decide to have it replaced.

Mr and Mrs A requested that British Gas refund their insurance premiums since the inception of their policy because it was unable to complete the repair on their boiler.

British Gas declined, but did offer a discount of £250 if Mr and Mrs A chose to have a new boiler installed by British Gas. Mr and Mrs A did not accept this offer.

Our adjudicator was of the opinion that the complaint should not be upheld. She considered that there was insufficient evidence to support that the appropriate required part was obtainable.

She also considered that if the required part was obtainable, Mr and Mrs A should have had the boiler repaired instead of choosing to have it replaced, taking into account that the policy would not replace a boiler which was repairable.

In addition, the adjudicator was satisfied that British Gas had reasonably kept Mr and Mrs A informed of the availability of parts, and had acted in line with its policy terms and conditions by not replacing the boiler.

Mr and Mrs A did not agree and so the complaint has been referred to me for a final decision.

## **my findings**

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

Mr and Mrs A's policy terms and conditions with British Gas state:

*"Boilers*

*If your Agreement includes repairs to boilers, the following will apply.*

- Whether or not we installed your boiler, if we agree that your boiler is less than seven years old, we will provide a suitable new replacement boiler we have approved. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it".*

The boiler was 31 years old, so there was no obligation on British Gas to replace it.

In relation to the replacement of parts, the policy provides that parts and labour are included, but only *"as long as all the essential working parts are available and the appliance is on our approved list"*. Here, British Gas has said that the required part was not available. Mr and Mrs A have said that their independent engineer informed them the required (refurbished) part could be obtained, however, no supporting evidence of this has been provided. I am therefore satisfied that British Gas was under no obligation to undertake the repair in the absence of an essential part.

I am also satisfied that British Gas had informed Mr and Mrs A of the position regarding the age, efficiency and availability of parts for the boiler prior to the final visit in November 2013 – namely, that it was on a reduced parts list and that the recommendation was that it should be replaced. It is therefore reasonable to consider that they were on notice that it was likely a time would come when it would not be possible for repairs to be carried out. In any case, Mr and Mrs A decided themselves to have the boiler replaced rather than repaired (even though they said the required part was available). Having regard to British Gas' policy terms and conditions, I am therefore satisfied that British Gas did not act unfairly or unreasonably in not replacing or repairing the boiler.

Mr and Mrs A have asked that their policy premiums since inception be refunded. However, they have received the benefit of the policy during that period, as annual services and repairs have been completed in the past, and I am not persuaded that there is any reasonable basis for requiring that.

**my final decision**

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

Helen Moyer  
**ombudsman**