

complaint

Ms S complains that British Gas Insurance Limited's (BG) didn't repair her boiler under her Home Care insurance policy. My references to BG include its agents.

background

Ms S' boiler failed and BG's engineers told her it couldn't be repaired as the part that needed replacing was obsolete. Ms S complains that the part was heavily corroded and BG should have noticed the problem sooner. She also says she's paid for boiler cover for about eight years but still had to spend £2,000 on a new boiler.

BG said it had correctly serviced the boiler and it had told Ms S on previous visits that the boiler was on a reduced service list and some parts may be obsolete.

Our investigator explained why BG didn't have to replace Ms S' boiler under the policy. Also, there was no evidence the boiler had been poorly serviced. BG's records said Ms S had previously been told about the reduced availability of parts and that due to the boiler's age ideally it should be replaced.

Ms S disagrees and wants an ombudsman's decision. She said BG hadn't previously told her to get a new boiler, if it had she would have done so. She said the part that failed had been replaced on two occasions and BG should have seen it needed replacing at the last service.

my findings

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

I don't uphold this complaint and I'll explain why.

BG's records show it's serviced Ms S' boiler from 2009 to 2017. There's evidence that some parts of the boiler have been replaced but not the relevant part. There's no evidence that the boiler wasn't service correctly. As the annual services were usually done by different engineers I think it's unlikely all would have failed to spot an obvious problem with the part before it failed.

BG also says the part required had been obsolete for several years. So even if I thought BG should have noticed the problem in the 2016 service, as Ms S suggests, from what BG says the part would have been obsolete at that time and BG couldn't have repaired the boiler.

Ms S' policy says BG will replace a boiler, it can't repair, if the boiler is less than 7 years old or between 7 and 10 years old and BG installed it. Ms S told us that the boiler was at least 10 years old and not fitted by BG. So when her boiler failed and couldn't be repaired in 2017 BG didn't need to give her or pay for a replacement boiler.

Ms S disputes that in 2015/16 BG told her that ideally the boiler should be replaced as there was reduced availability of parts. She says if it had told her she would have got a new boiler. But even if it had told her at that time BG still wouldn't have provided a new boiler as from what she says the boiler would have been older than 7 years old even then.

Ultimately a part has failed on an old boiler and the part is obsolete which isn't unusual for old boiler parts. Under the policy terms BG didn't need to provide a new boiler in Ms S' circumstances. I don't think BG has acted unfairly.

I note Ms S told BG that she was unhappy its engineers tried to change an appointment for an arranged time slot. She gave BG details about what happened on a particular day. I don't think BG responded to her about that issue. I understand Ms S was annoyed and frustrated. But in the end when BG attended fortunately Ms S was home so I don't think there's any basis on which I can reasonably award compensation.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 27 April 2018.

Nicola Sisk
ombudsman