

complaint

Mr and Mrs S complain that British Gas Insurance Limited gave poor service under a home care insurance policy.

background

Mr and Mrs S called for help when their central heating boiler broke down. They complained that British Gas took too long to replace it.

The adjudicator didn't recommend that the complaint should be upheld. She thought that - by helping source a free boiler replacement and installing it free of charge - British Gas had acted reasonably.

Mr and Mrs S disagree with the adjudicator's opinion. He says, in summary, that – although unable to offer a 100% guarantee of his heating system since 2008 – British Gas still continued to take his payments.

my findings

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

From what British Gas says, I accept that the manufacturer made the model of boiler like Mr and Mrs S's from 1990 to 1998.

Mr S says British Gas supplied the boiler to him in about 2000. But – as he hasn't provided any paperwork – I think it was more likely 1998 or earlier.

The boiler manufacturer only made spare parts for about ten more years - until 2008.

From the British Gas records, I find that it told Mr S in 2013 that his boiler was on a "reduced service list", i.e. that there was a problem getting spare parts.

The boiler was by then over ten years old.

The policy terms were clear. Mr and Mrs S couldn't reasonably expect British Gas to repair the boiler if it couldn't get spare parts. And they couldn't reasonably expect British Gas to supply or fit a replacement boiler free of charge.

Mr S called British Gas in early 2015 and it eventually sourced a spare part and did a repair. Mr S has said that he found out that spare parts were a problem. But he continued to pay for the cover the policy gave him.

Mr S called British Gas again in 2016. His boiler had broken down. So he and his wife were without central heating.

The parts needed to fix it were obsolete. So British Gas couldn't repair it.

The boiler was well over ten years old.

So the policy didn't cover Mr and Mrs S for a new boiler.

Mr S didn't want to pay what British Gas quoted. And he was free to get a quote from another provider. So I don't think British Gas is responsible for the delay.

In the end, British Gas got the boiler manufacturer to supply a new boiler free of charge.

British Gas installed it. And – subject to one point to which I will return – British Gas did this free of charge.

Mr S has got the impression that he was entitled to a free boiler and free installation. He hasn't provided any documents to support such an entitlement. And I think he's mistaken.

I think the free boiler was way beyond what he was entitled to under the policy. So I don't share Mr S's view that it would be fair and reasonable to order British Gas to pay compensation for delay.

The point to which I said I would return is that Mr S says he paid £145 for the installation. But I accept that this was a charge for a supply outside of the policy.

British Gas gave Mr S a free five-year warranty on the boiler. So it stopped charging him for insurance cover on it. Its letter about that (in September) wasn't as clear as it might've been.

And Mr S has recently asked British Gas to explain why its charges still include an amount of about £283. British Gas still needs to answer that request. But it didn't form part of the complaint Mr S put on his complaint form. So I don't think it would be fair for me to make any order about it.

Overall I don't think it would be fair and reasonable to order British Gas to do any more in response to Mr and Mrs S's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 20 February 2017.

Christopher Gilbert
ombudsman