

## **complaint**

Mr T and Miss H's complaint is about the service provided in relation to a central heating, drainage and plumbing insurance policy with British Gas Insurance Limited

## **background**

The policy held with British Gas includes an annual service of the boiler. A service was carried out in October 2017, during which British Gas said there was a fault with the boiler. The engineer said that the part needed could no longer be obtained, so British Gas could not carry out the repair and the boiler would need to be replaced. Mr T and Miss H say they found the required part and told British Gas this at the time but it refused to use a part it had not obtained itself.

Mr T and Miss H are also very unhappy that they have been paying for the cover with British Gas when parts for their boiler were no longer available. They say that if they had known this, they would not have continued with the cover. I understand they cancelled the policy in November 2017.

British Gas says the boiler was last made in 2001 and so new parts are no longer being made for it. British Gas says that being on a reduced parts list doesn't automatically mean parts can't be found and it also buys up parts and keeps its own stock but it did warn Mr T and Miss H that their boiler was on the reduced service list, at every annual service appointment since 2013. British Gas says it would have been willing to fit the part needed if Mr T and Miss H were able to source it but they told them in March 2018 that they were unable to find one. British Gas offered Mr T and Miss H £80 for the unproductive appointment, delay in response and the inconvenience caused.

Mr T and Miss H are very unhappy with this, they say:

- The part was available when they first looked for it four months before British Gas said it would fit it if they found it. At that point, it was no longer available.
- The policy has been of no benefit to them.
- They were never told about the reduced availability of parts, if they had they have used the premium each year to save towards a new boiler

One of our investigators looked into the matter. He did not recommend it be upheld. The investigator was satisfied that British Gas had told Mr T and Miss H that the boiler was on the 'reduced service list', meaning that it would have trouble sourcing parts for it if required. Also the policy provided cover for the central heating system, plumbing and drains.

Mr T and Miss H do not accept the investigator's assessment. They are adamant that they spoke to British Gas about the replacement part shortly after the visit in October 2017. They also say that none of the job sheets left with them after each service visit mention any reduced availability of parts.

## **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 can see that British Gas's internal records show that it was recorded that the parts were on a reduced service list since at least 2013. Mr T and Miss H say they were never told this and it was not noted on any job sheets left with them. I have not seen those job sheets. Overall, it seems to me likely that this would have been mentioned to Mr T and Miss H at some point, even if it was not recorded on job sheets. In addition, the boiler was apparently 21 years old. I consider most consumers would know that parts would start to become more difficult to get for an older boiler.

However, even if it wasn't mentioned, I am not persuaded this would mean the policy was fundamentally unsuitable for Mr T and Miss H. It provided cover for breakdowns with the boiler and some faults could be repaired without the need to replace parts. The policy they held also provided cover for plumbing and drainage problems and included an annual service. Overall there was still benefit to them in return for the premium paid. I do not therefore consider that it is reasonable to require British Gas to return the premiums paid.

The part required to fix the boiler was not in British Gas's stock and it was unable to obtain it elsewhere. Mr T and Miss H say it was available in late 2017. Mr T says that "*having scoured the internet for a week*" he found it on two websites. It would appear it was not easy to find, if he spent a week searching on the internet. There's no evidence provided about the stockists or any other information to confirm that it would have been the correct, genuine part. It is accepted that by March/April 2018 the part could not be found at all.

Mr T and Miss H are adamant they told British Gas they could get the part before December 2017 and that if British Gas had responded reasonably then, the boiler could have been repaired. British Gas has no record of any contact about obtaining the part before December 2017 and there is no other evidence to support Mr T and Miss H on this point.

Having considered all the evidence available to me, I do not consider that it has been established that British Gas could and should have replaced the part in late 2017. The part is now unavailable and so the repair could not be carried out.

Overall, I am not persuaded that British Gas acted unfairly or unreasonably. I consider the £80 compensation offered to be reasonable in all the circumstances and do not propose to make any further award.

### **my final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Miss H to accept or reject my decision before 17 January 2020.

Harriet McCarthy  
**ombudsman**