

complaint

Mr E complains that British Gas Insurance Limited renewed the insurance on his boiler, but then said it could not repair it because replacement parts were no longer available.

background

Mr E had cover for about seven years. He complained when British Gas said his boiler was dangerous and it could not repair it.

The adjudicator concluded that British Gas had made an offer in line with what she would otherwise have recommended.

Mr E disagrees with the adjudicator's opinion. He says, in summary, that he should have been paying less since some parts for his boiler became unavailable in 2009.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen a document British Gas gave to one of Mr E's relatives who had the same model of boiler. From that, I am satisfied that British Gas knew by 2010 that some spare parts for it were no longer available.

I accept that British Gas ought to have told Mr E in 2010 that some (but not all) spare parts might not be available. But I am not persuaded how he would have acted differently. Mr E told the adjudicator:

"Firstly, if they had so advised me I could have decided to have a new boiler... and taken out a new service contract which would have cost me less because it would have been covering a brand new boiler. Secondly...if I had decided to delay replacing my boiler I would have run it with no service contract...until it failed."

I find this equivocal. I am not persuaded that Mr E would have saved money.

British Gas carried out annual services for Mr E. It also provided insurance cover. I have not seen sufficient evidence of the extent to which the unavailability of parts reduced the value of that cover before 2013. I do not conclude that it is fair and reasonable to order British Gas to refund any premiums Mr E paid before 2013.

But in that year British Gas told him that it could not get the spare part his boiler needed. I note that – after Mr E brought his complaint to us - British Gas made an offer to refund the premium he paid in 2013. I do not conclude that it would be fair and reasonable to order it to do any more.

my final decision

For the reasons I have explained, my decision is that (if it has not already done so) British Gas Insurance Limited should refund Mr E the premium he paid in 2013.

Christopher Gilbert
ombudsman