

complaint

Mr R complains that British Gas Insurance Limited hasn't acted fairly or reasonably by letting him have home emergency boiler cover. He wants matters put right.

background

Mr R had limited home emergency cover with British Gas and in 2013 took out additional boiler cover. He paid premiums for over two years, which he said totalled £893.82 (covering all the home emergency items, not just the boiler). Mr R said though that British Gas had noted in the initial service that it couldn't fully provide service cover as not all the functional parts of the boiler were available. He thought British Gas shouldn't have allowed the boiler cover to continue in the circumstances.

Mr R complained that he'd been paying for cover that couldn't be provided. British Gas said due to the make of boiler, it wasn't able to confirm that it could get parts as there was no database covering it. This was why the engineer couldn't confirm at the first service that all functional parts were available, but this wasn't the same as saying the parts weren't available. It also pointed out that it continued to cover the boiler and carried out services. As a goodwill gesture, British Gas paid £33.21 (two months' worth of premiums paid after the last renewal) and paid another £30 which included 8% interest on the refunded premiums.

Mr R complained to us. British Gas explained that Mr R had also received refunds for later policies due to a separate complaint. The adjudicator's view was that British Gas' notes at the time didn't say that parts weren't available for the boiler, but it would be necessary to contact the manufacturer. He accepted that the service engineer who attended in 2013 simply didn't know if parts were available, so ticked "no" on the document. The adjudicator noted Mr R chose to continue with the policy, and thought that if the boiler had broken, it was likely that British Gas would've tried to repair it; this meant Mr R had benefitted from the policy. The complaint wasn't upheld.

Mr R disagreed. He said his complaints shouldn't be considered together and that he felt he hadn't benefitted from the policy as his boiler was obsolete. The adjudicator said that more than one service had been carried out under the policy and the tick box on the initial service was vague on the topic of available parts. Mr R still disagreed and said that the boiler didn't function or conform to safety standards; the adjudicator said the complaint was about the availability of parts, so this point wasn't relevant.

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 only consider the complaint as brought by Mr R. He didn't complain originally about the function or safety of the boiler; he complained that due to the alleged lack of functional parts, British Gas shouldn't have continued the boiler cover. This is the complaint the business and this service investigated. I also don't think it's unfair or unreasonable for this service to note the related complaints and redress paid in its totality.

The core of this complaint is whether British Gas continued to charge for insurance which covered repairs of a boiler which it knew it couldn't provide. I don't think that it did. Mr R's boiler was by a specialist manufacturer not within British Gas' database. So its engineer couldn't tick the box saying that all functional parts were available, and ticked the "no" box. Mr R was aware of this at the time but chose to continue with both the cover and the servicing of the boiler. I think this shows that it's more likely than not that the reason the "no" box was ticked was due to the database issue, and British Gas would've tried to repair the boiler if appropriate. The system notes reflect this view and they were made at the time, so I can place weight on them.

I haven't found that British Gas has acted unfairly or unreasonably so I can't award compensation and the complaint isn't upheld.

my final decision

My final decision is that I don't uphold the complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 August 2019.

Claire Sharp
ombudsman