

complaint

Mr A has complained that British Gas Insurance Limited provided an inadequate insurance policy for his boiler as it needed to be replaced when it broke down as the required parts were no longer available. He believes that British Gas should not have provided the policy as it was unable to provide full cover.

background

Mr A took out a policy with British Gas on 5 November 2012. It attended his property on 16 November 2012 and concluded that although his boiler was safe it was old (it ceased production in 1976) and it strongly recommended that he should consider replacing the boiler but agreed to continue cover.

Mr A made a claim against his policy in January 2013 and the attending engineer advised that the boiler would require replacement as the parts that required replacing were no longer available. When Mr A complained British Gas refunded his excess (£50) as no work was undertaken, cancelled his policy and refunded his premiums and awarded £150 compensation as its engineer failed to fully advise about the potential lack of parts upon the first attendance.

Our adjudicator considered Mr A's complaint but did not uphold it. He accepted that Mr A should have been more clearly advised about the lack of availability of parts due to the age of the boiler. However, he believed that the refund of the premium, excess and the payment of £150 compensation was reasonable. As Mr A did not agree the matter has been escalated to me for a final decision.

my findings

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

Although British Gas could have been clearer about its ability to assist Mr A under the policy, due to the lack of part availability, I agree that Mr A has not been prejudiced and I will explain why.

The aim of this service would be to put Mr A back into the position he ought to have been but for British Gas' error. It is unlikely that Mr A would have been able to gain cover elsewhere due to the age of his boiler and the lack of available parts. Therefore, the refund of his premium and excess has put him back into the position he ought to have been. In addition British Gas has given him £150 compensation in acknowledgement of its poor service and failure to make it abundantly clear, when its engineer attended in November 2012, that parts for his boiler were likely to be unavailable.

Finally, I am aware that Mr A has complained about the advice given in relation to a replacement boiler and the fact that he managed to gain a cheaper quotation for a new boiler elsewhere. However, as this is not something British Gas Insurance Limited provided under his Homecare policy and I am unable to consider this aspect of his complaint.

my final decision

It follows, for the reasons given above, that I do not uphold Mr A's complaint and I make no award against British Gas Insurance Limited. I simply leave it to Mr A to decide whether, upon reflection, he wants to accept its offer.

Colin Keegan
ombudsman