

## **complaint**

Mr and Mrs N complain that British Gas Insurance Limited should have told them it could not fulfil its HomeCare policy.

## **background**

Mr and Mrs N have lived at their current address for over ten years. They have paid British Gas for cover on their boiler. They complained when they found out the cover was limited by the unavailability of some spare parts.

The adjudicator did not recommend that the complaint should be upheld. He did not conclude that British Gas should refund premiums it had collected since some parts had become unavailable. He said that most parts were still available. And Mr and Mrs N had had the benefit of the policy through repairs and annual services, the adjudicator said.

Mr and Mrs N disagree with the adjudicator's opinion. They say, in summary that British Gas has not given them full information about the availability of parts.

## **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 find it likely that some spares of parts of Mr and Mrs N's boiler were unavailable in about 2010.

And I accept that British Gas gave Mr and Mrs N forms which were wrong. They incorrectly said that all functional parts were still available. It was only in 2013 that the form said that this was not the case.

I accept that this was unwelcome news to Mr and Mrs N. But I have to consider whether – by not telling them sooner – British Gas caused them a loss which it should compensate.

Mr and Mrs N had continued to pay for cover from British Gas. And that cover was not as extensive as they believed. They have said that - if they had known the facts - they could have exercised a choice.

But they have not said that they would have cancelled the cover. And they did not cancel it when they found out that some parts were unavailable. In the meantime British Gas provided annual services and other call-outs. Therefore I am not persuaded that it would be fair and reasonable to order British Gas to give them a refund.

Mr N has made some new points in this complaint and, in my view, has sought to broaden it since he brought it to us. I consider that it did not initially include a complaint that British Gas had not sent him a gift card. As British Gas had not had an opportunity formally to respond to that complaint before Mr and Mrs N brought it to us, I do not consider that it would be fair for me to make any decision on that point.

**my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Christopher Gilbert  
**ombudsman**