

The complaint

Mr T complains that his annual boiler service was missed because British Gas Services Limited (BG) sent reminders to an incorrect address.

What happened

Mr T had Home Care Two home emergency insurance with BG which included an annual boiler service as part of the insurance package. Mr T realised his annual service hadn't been carried out during the previous service year so he complained to BG.

BG said it had tried to contact Mr T by email to arrange the service. He was unhappy with this because his email address is unused and BG usually called him to arrange the appointment. BG offered £20 compensation, which Mr T declined. He felt that a sum equivalent to the cost of the missed annual service was more appropriate.

Our investigator didn't uphold the complaint. She explained that the terms and conditions of the policy state it is a customer's responsibility to keep BG informed of up to date contact details. Therefore, she didn't think it had done anything wrong by using the email address it had on file for Mr T. Nor did she think that BG had done anything wrong by using the email address it had on file rather than calling Mr T.

Our investigator also referred to the terms and conditions which state that the cost of missed annual services won't be refunded. Therefore, she felt Mr T would've been aware that BG wouldn't refund the cost. She didn't think BG needed to increase its offer of compensation.

As BG had already completed the next annual service, our investigator thought the impact on Mr T of the missed annual service was minimal. She thought the offer of £20 was fair and didn't think BG needed to do any more.

Mr T didn't agree. He felt that the terms and conditions meant BG shouldn't have to refund the cost of a missed annual service only if it wasn't the company's fault. Mr T also repeated his complaint that BG should've called him to arrange the service.

The complaint was passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

While I realise Mr T will be disappointed with my decision, I've decided not to uphold his complaint. I'll explain why.

Both parties accept that the annual boiler service was missed. Mr T thinks BG is at fault for not calling him to make arrangements. BG doesn't think it's done anything wrong because it

emailed him on three occasions to remind him his service was due. In the terms and conditions of the policy, BG states:

“Annual Service

When your annual service is due we'll send you or your authorised contact an email, letter, text message or call you to arrange it. We'll try to get hold of you up to three times. If we don't hear back from you after the third time, we won't try again and won't refund the cost of the missed annual service.”

I think its position is clear and BG's response to Mr T was in line with the policy conditions. Just because BG called in previous years, I don't think it means it's committed to do so every year. I'm satisfied that it was reasonable for BG to email Mr T.

Mr T says the email address BG used, as confirmed to him on webchat, was an old address which he hadn't used for around ten years. I have no reason to doubt that. However, BG had no reason to think that the email on its records for Mr T was out of date. If BG had used an incorrect email, not one previously used or given by Mr T, then I would've considered this matter differently. But Mr T confirmed it was an old email address of his. I appreciate that on changing email address he wouldn't have immediately thought to notify BG. But it wouldn't be fair for me to hold BG responsible for not being aware of his new address.

Again, the responsibility for Mr T is clear on this. As well as being in the terms and conditions, the annual policy renewal letters state:

“What are my obligations?

- *It's your responsibility to keep us informed of any changes to your contact details or change of address”.*

I am satisfied that it was Mr T's responsibility to keep BG informed of any change in contact details and it has not done anything wrong by emailing him using the address on record.

Finally, Mr T thinks the offer of £20 is derisory. He has returned the cheque to BG and would like the cost of the annual service refunded to him. BG offered £20 for the difficulties Mr T experienced when accessing its services online. As quoted above, the terms and conditions state BG won't refund the cost of missed annual services. I understand Mr T's point that it would surely apply only if BG was not at fault for missing the appointment. I agree. However, as I have explained, I don't think BG was at fault here so I don't think BG needs to make any additional payments for the missed boiler service.

My final decision

For the reasons given above, my final decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 4 June 2020.

Debra Vaughan
Ombudsman