

complaint

Mr K complains that he hasn't received a satisfactory service from British Gas Insurance Limited (BG) under his annual service contract and that BG hasn't satisfactorily addressed his concerns.

background

Since July 2010 Mr K has had a contract with BG for the maintenance of his boiler and central heating system. This contract includes an annual service for his boiler. For the first few years, BG provided the annual service each September. Mr K says that from 2014, the annual service visits have got progressively later, and that he has had to instigate them. He points out that his agreement with BG states:

"One of our engineers will visit your home once a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations".

Mr K says that BG hasn't fulfilled this commitment in any one of the last three years. He's raised this with BG but he isn't satisfied with the response he's received.

BG's offered to schedule annual services every 12 months from the date of the last annual service or for September each year, although it's said this is subject to demands made on its engineers which can be higher at certain times of year. It's acknowledged that its delay in responding to his initial complaint was unreasonable and has offered him £30 compensation. Mr K thinks this is reasonable compensation for the delay, but he remains unhappy about BG's approach to annual servicing.

Our adjudicator didn't think she could uphold Mr K's complaint because Mr K hadn't suffered any loss or disadvantage by his annual service being postponed in recent years. Mr K doesn't agree and says that because each year his services are getting later, there will come a point when he will have missed a years servicing which he's paid for in his annual payment to BG. He considers that BG's approach to servicing is breaking its contract with its customers and putting them at a disadvantage. He wants it to amend its operating practice with regard to annual servicing, and also to provide compensation to affected customers.

Because Mr K doesn't agree with our adjudicator, his complaint's been referred to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Although I agree with much of what Mr K says, I'm not going to uphold his complaint, and I'll explain why not.

I entirely agree with Mr K's reasoning that an annual service means a service every 12 months. I also agree that this means 12 months from the date his boiler was installed or the first service. In this case, those dates are the same. Clearly there has been slippage, and the intervals between Mr K's services have been increasing and are now routinely in excess of 12 months. So he hasn't been receiving the annual service that he's supposed to receive under the terms of his agreement with BG.

I don't accept BG's explanation that at peak times of year, such as the start of colder weather, there's increased demand on its engineers and that emergency call outs take priority over routine service visits. Mr K's policy year should run from July to July – the height of summer – so one wouldn't expect routine maintenance to be unduly postponed for this reason.

Having said that, Mr K's complaint relates to BG's approach to its servicing obligations and doesn't arise from any loss or damage he's so far suffered as a result of an extended interval between routine services. He's raising a quite reasonable point of principal.

However whilst I have sympathy with Mr K's arguments, I can't make a decision that will require BG to adopt a different approach to service intervals. I can only make a decision based on the facts of an individual case. As Mr K hasn't so far suffered any loss, I don't consider it appropriate to require BG to do anything other than what it's offered to do in its email of 2 February 2017, namely either to set Mr K's next annual service for 12 months after the last annual service, or to re-set all future annual services to September. Mr K should tell BG which of these options he prefers.

BG has offered Mr K £30 compensation for the unreasonable delay in addressing his concerns. As Mr K considers this is acceptable, I require BG to make arrangements for Mr K to receive this sum.

my final decision

For the reasons I've given, I'm not going to uphold Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to Mr K to accept or reject my decision before 24 April 2017.

Nigel Bremner
ombudsman