

## **complaint**

Miss C complains that British Gas Insurance Limited gave her incorrect information about her boiler warranty.

## **background**

Miss C says when a British Gas salesman gave her a quote for a new boiler he told her it was a good time to change the boiler as the warranty had increased from one to five years. She says the salesman asked how much she was paying for her British Gas Homeserve policy (which included a yearly service), she replied '£10 a month' and he said 'well you've already saved yourself £600'.

Miss C complains that the salesman gave her incorrect information as she hasn't saved £600. The warranty says the boiler is covered for breakdown for five years provided it's serviced annually. British Gas carry out the first annual service on the boiler for free but not for the second to fifth year. She says she now has to pay £6.50 for the next four years (£312 in total) for those annual services which had been inclusive in her £10 a month Homecare cover. So she hasn't saved £600. She wants British Gas to do all five annual services free of charge.

British Gas says the sale was non-advised and the warranty terms are clear annual services are needed and they aren't included in the warranty after the first year. The warranty is complimentary cover.

Our investigator said she couldn't know what was said by British Gas' salesman but as it was a non-advised sale the onus was on Miss C to ensure the warranty was suitable for her needs. The warranty terms were clear about the need for an annual service and that British Gas didn't do it for free after the first service.

Miss C said British Gas' salesman should have told her all the facts. She added that her professional background meant she'd dealt with endowment mis-selling complaints that were based on what people were told, not what they had received in writing. She wants an ombudsman's 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.

Miss C's complaint isn't about an endowment policy mis-sale so even if she dealt with those complaints only on the basis of the verbal advice given this complaint isn't comparable. I'm not upholding this complaint and I'll explain why.

If Miss C was told that she'd save £600 I can understand why she's annoyed because she hasn't had that saving. But I don't think this means British Gas has to do all five annual services for free.

British Gas' salesman didn't need to carry out an assessment of whether the details of the warranty were suitable for Miss C's needed. She bought the boiler and the warranty came with it, I understand at no additional cost. British Gas did need to tell Miss C what was in the warranty and it sent her a detailed letter and warranty terms. Both documents are very clear

that the boiler needs to be serviced each year to keep the warranty valid and that the cost of the annual service isn't covered under the warranty after the first year.

Also, from what Miss C has said I'm not persuaded that she would have done anything different if she'd known she would have to pay the cost of the annual service after the first year. She's said a British Gas boiler was about £1,000 more expensive than other boilers but she bought the British Gas boiler because of the name and she understood the warranty would include a service for the five years. So the annual service issue was only part of her decision, the British Gas name also influenced Miss C. And other boiler suppliers may have had more expensive warranty arrangements which meant that the British Gas boiler was still overall the more attractive option to her.

Overall, British Gas doesn't need do Miss C's boiler annual services for free after the first year.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 25 October 2017.

Nicola Sisk  
**ombudsman**