

complaint

Mr W complains about British Gas Insurance Limited (British Gas) not carrying out an annual service every 11 to 13 months.

background

Mr W holds a HomeCare insurance policy with British Gas.

He complained to British Gas and asked it to pay him compensation for not carrying out annual services every 12 months. British Gas responded to his complaint and declined to pay him compensation. It said it had carried out an annual service within each policy year. It did, however, pay him £60 in recognition for the time taken to respond to his complaint.

Mr W brought his complaint to this service. One of our adjudicators did not uphold the complaint. They felt British Gas had fulfilled its obligations in line with the policy terms and conditions, as annual services had been carried out within each policy year. They did not consider compensation to be due for this and explained the limitations of this service. Mr W disagreed. He considered British Gas' advertising to be false and it was therefore mis-selling policies. The matter has therefore been passed 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.

I am not upholding this complaint, for the same reasons as the adjudicator.

Mr W has made reference to British Gas' advertising about carrying out annual services and its use of the word annual. While I appreciate his comments, this does not form part of his contract of insurance. Advertising would be considered in conjunction with the policy terms and conditions, not independent of it.

Mr W's policy was taken out in June 2010. At this time he was provided with the relevant policy terms and conditions and was able to cancel the policy if he did not feel it was suitable for his needs. At that time the terms and conditions of the policy stated annual services would be carried out "*in any 12 month period*". I therefore, do not consider the policy was mis-sold to Mr W as cover was in place and he was able to receive the benefit of the policy.

The current terms and conditions of the policy state:

"Annual service

*One of our engineers will visit your **home** once a year".*

These terms also confirm do not specify annual services would be the same time every year.

I have looked at the business' internal records and can see that annual services have been carried out within each policy year, albeit not just 12 months apart.

British Gas aims to carry out annual services around every 12 months. But under the terms and conditions of the policy it is only required to carry out an annual service within each policy year. It appears to have done so, so I can't make an award.

my final decision

I do not uphold this complaint. I make no award against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 30 November 2018.

Christopher Tilson
ombudsman