

## **complaint**

Mr G's complaint is about his boiler insurance cover with British Gas Insurance Limited.

## **background**

Mr G took out his policy with British Gas in June 2014. He was issued with policy documents confirming that he had a 'Homecare 100' policy which included an annual service. He says he renewed on the same basis each year since but kept forgetting to book the annual service. In August 2017, the boiler was faulty and Mr G asked for the annual service to be carried out at the same time as the repair, at which point he was told that his cover did not include an annual service.

British Gas says that Mr G only ever had cover for breakdowns and never had an annual service included with this. It has provided documents it says were issued in 2014 and since, which reflect this.

After Mr G complained, British Gas did offer to send an engineer to complete an annual service. Mr G says that when the engineer arrived he said he was there to complete a gas safety check only and not an annual service. Mr G was therefore not happy. British Gas says that its annual service is the same as a gas safety check. It subsequently sent Mr G £30 compensation for the fact the annual service didn't go ahead.

Mr G says the policy was mis-sold, and British Gas is in breach of the terms of the contract. Mr G has cancelled the policy and wants all the premiums he has paid since 2014 to be refunded (approximately £260).

One of our investigators looked into the matter. He did not recommend that it be upheld. Essentially he considered that while Mr G was entitled to an annual service in the 2014 policy year (as confirmed in the documents he was issued with at the time) his cover didn't include an annual service after that. Mr G didn't arrange for the annual service to be carried out in 2014.

Mr G doesn't accept the investigator's assessment. He says he had other cover for boiler breakdowns and only kept his policy with British Gas going because he thought it included a free annual service. British Gas did not explicitly state it was changing his cover at any time; it's also suspicious that British Gas has produced different documents from the ones he was issued with for the 2014-2015 policy year.

As the investigator was unable to resolve the complaint, it has been passed to me.

## **my findings**

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

Mr G was provided with documents in 2014 to say that he had taken out:  
*"HomeCare 100 Boiler and Controls Cover with Annual Service Visit"*.

British Gas has provided an alternative welcome letter that shows the cover as:  
*"HomeCare 100 Boiler and Controls Cover Breakdown only, £50 excess"*.

The premium set out in both letters is the same. British Gas has also provided copies of the renewals issued in the subsequent policy years after 2014, which state that the cover issued is for breakdowns only and doesn't include an annual service. I note they also say that the cover is available with or without an annual service.

British Gas told the investigator that the cover provided under the policy was altered during the initial sales call (although it previously told us that Mr G took the policy out online). It has said Mr G initially took out the standard HomeCare 100, which includes the annual service. However, during the call, Mr G opted to remove this and add an excess to the policy. British Gas has not been able to provide evidence to prove this but suggested consumers remove the annual service and add the excess to reduce the annual premium. However, as the investigator also pointed out, the annual premiums on both 2014 versions are the same. In addition, as mentioned, British Gas said in its final response letter that the policy was taken out online.

Therefore, I agree with the investigator that British Gas has not sufficiently proven that the 2014 policy didn't include an annual service. There would be no reason for Mr G to ask for the annual service not to be included and for an excess to apply, if it made no difference to the premium he was being asked to pay.

So in my opinion, Mr G was entitled to have his boiler serviced in 2014. However, he didn't arrange for this to be done then. Mr G has not provided any evidence that the copies of the policy documents provided by British Gas for the subsequent years are different from any he received. I therefore also agree with the investigator that Mr G was not charged for an annual service for the years 2015, 2016 and 2017 that he did not receive.

So when Mr G tried to arrange the annual service in August 2017, he didn't have that cover under his policy. British Gas did agree to carry out what it calls an annual service – which it now says is essentially just a gas safety check - in 2017 anyway.

While I consider it misleading to call a gas safety check an annual service, when they have very different meanings, I don't consider that British Gas needs to do anything more in this particular case. Mr G was entitled to an annual service in 2014 but didn't arrange it. British Gas agreed to carry out a gas safety check (and apparently did so) in August 2017 and also paid Mr G £30 compensation. As it had no obligation to provide a gas safety check or annual service in 2017, I consider this was a reasonable offer.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 September 2018.

Harriet McCarthy  
**ombudsman**