

complaint

Mr T's complaint concerns the timing of services due under his British Gas Insurance Limited policy.

background

Mr T complains that his policy allows for annual services, yet British Gas have taken this to mean any time within the policy year, so in extreme circumstances there could be 23 months between services, one having been done at the start of one policy year, the next being done at the end of the next policy year. He considers this policy misleading and would like British Gas to acknowledge this. In his particular case a service was not performed for some 16 months.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

My adjudicator did not uphold the dispute. They considered that Mr T's policy did not provide a guarantee of a service at 12 months. This was an aim of British Gas but delays may occur. Mr T disagreed and commented on the safety aspects of the matter. He also felt such a delay could not be due to workload as had been suggested.

Having considered the policy I agree with my adjudicator that it does not guarantee a service every 12 months. Indeed it does specifically state that the service may on occasion be 'earlier or later'. As such I cannot uphold Mr T's complaint on this basis.

Concerning the safety aspect it is beyond doubt that a regular service is advisable, however that could extend to services every 6 months or even 3 months, so I do not accept that 12 months is some defining time period. Indeed most recommendations are for 'at least' annually, implying even more frequent services might be advantageous. So, I do not consider that 12 months is such a conclusive break point that I can penalise British Gas for being some months late.

my final decision

I make no award in this case against British Gas Insurance Limited.

Christopher Tilson
ombudsman