

## complaint

Mr S complains that British Gas Insurance Limited didn't carry out an annual boiler service in November 2014. Mr S says British Gas is in breach of its agreement with him under a Home Care insurance policy.

## background

Mr S's policy year with British Gas runs from 5 August to 4 August each year. For the policy year 2011 to 2012, Mr S's annual service was completed on 31 August 2011. For the policy year 2012 to 2013, Mr S's annual service was completed on 21 November 2012. For the policy year 2013 to 2014 Mr S's annual service was completed on 18 November 2013.

Mr S received a letter from British Gas dated 30 June 2014 which said "Your annual service is due in November 2014". The letter went on to say "we'll contact you nearer the time to arrange a visit". British Gas didn't service Mr S's boiler in November 2014. Mr S complained to British Gas and then to us in January 2015. At that stage Mr S's boiler had still not been serviced. British Gas has sent Mr S a cheque for £80 for the distress and inconvenience he was caused by the delay in dealing with his complaint and servicing his boiler.

Our adjudicator didn't uphold Mr S's complaint. Mr S disagreed with the adjudicator's opinion. He has said that:

- he has no relationship with British Gas Insurance Limited, his contract was with British Gas Services.
- It would only have sent him £80, if it thought it had done something wrong; and
- There have been a few faults with his central heating that didn't warrant a claim under the policy but which he thinks would have been resolved during a service of the boiler.

As no agreement could be reached, the matter 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.

I've decided not to uphold Mr S's complaint and I will explain why.

The terms and conditions of Mr S's policy with British Gas state:

Section 4:

*"Annual Service means a visit we carry out in each Period of Agreement to check that the elements included in your Agreement are safe and in good working order".*

Section 5.19:

*"We will normally carry out your Annual Service around twelve months from the date of the last one. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit".*

Section 14:

*"On or around the anniversary date of your last Annual Service we will contact you in writing, by email or by phone to arrange a suitable appointment. This may happen earlier or later*

*than you expect if there has been, or we expect there to be, a lot of demand for breakdown repairs”.*

Mr S says the letter he received from British Gas dated 30 June 2014 committed them to servicing his boiler in November 2014. And that it is “quite irresponsible to allow the definition of “annual” extend up to a 24 month period when we are talking about gas appliances”. Mr S also says the dictionary definition of “annual” is “occurring once every year.

British Gas’ policy terms and conditions don’t oblige it to complete a service every 12 months. And I don’t agree that its letter of 30 June 2014 changes this. British Gas says it aims to carry out annual services every 12 months. But it is only obliged to complete an annual service within each policy year. In this case, British Gas has acted in accordance with its policy terms and conditions as annual services have been completed within each policy year. In the current policy year British Gas has until 4 August 2015 to carry out a service.

As a result, I don’t think British Gas has breached its agreement with Mr S. I can understand Mr S’ concern that his boiler might not be serviced until up to two years after the previous service. He has mentioned that there were some faults with his boiler during this time and that it could potentially cause problems in the future. Mr S could still make a claim under the policy if his boiler wasn’t working properly and this isn’t affected by whether or not it has been serviced.

And, as it isn’t in breach of the contract, I can’t make British Gas carry out the service any earlier. I also can’t make it always carry out future services in the summer, which Mr S also requested.

### **my final decision**

For the reasons set out above, I don’t uphold Mr S’s complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 21 August 2015.

Robert Collinson  
**ombudsman**