

## complaint

Mrs J has complained about the date British Gas Insurance Limited (British Gas) offered her for the annual boiler service she receives as part of her home emergency insurance.

## background

Mrs J had a HomeCare policy with British Gas which entitled her to an annual boiler service. Mrs J renewed the policy in September 2017. When Mrs J called to book her second service in November 2017 the appointment she was offered was 16 months after her first service and fell into the next calendar year. Mrs J complained to British Gas that they'd not fulfilled their contractual obligations because she wasn't offered an appointment within a year of her first boiler service, or within that calendar year, Mrs J felt this could result in her boiler breaking down. She was particularly worried as her elderly mother lived with her at the property.

She said her initial contract was taken out after a discussion with British Gas in which they committed to ensuring her annual service took place in the autumn of each year.

British Gas didn't agree they'd done anything wrong in relation to when the appointment was offered. They said the service simply had to take place in the contractual year, which they were able to honour. Further, they said the contract specifically said it wouldn't take place within a year of the original service. They said if a boiler break-down appointment was required they'd prioritise it due to her mother's age, but this wouldn't mean she could be prioritised for a general service appointment. However, they accepted they didn't send Mrs J a reminder when her annual service was due in line with their terms and conditions, so they sent her £20.

Mrs J referred the matter to this service to consider. The investigator didn't agree that British Gas had done anything wrong. Mrs J didn't agree, and so the case has come to me to make 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 won't be upholding Mrs J's complaint and I'll explain why.

Mrs J's policy states an engineer will attend her address "*once a year to check that your appliance, boiler or central heating and ventilation is working safely and in line with the relevant laws and regulations.*" I am satisfied that British Gas is entitled to complete this service within the contractual year. I'll explain my reasoning.

Firstly, the terms don't say a service will be completed within 12 months of the original service, nor do they state that it would take place within a calendar year. So I don't think there's anything in the contract wording that entitles Mrs J to a service within these timeframes. Secondly, they state "*if we've already carried out a first service or annual service at your address in the last twelve months, we won't carry out another one*". This means the contract explicitly says it won't take place within 12 months of the first service. Finally, in the absence of any other suggestion in a policy document I think it is reasonable for a company to use a contractual year as their definition. Whilst '*once a year*' isn't defined in the contract, I think common sense dictates that where a year is not defined in a policy

that lasts for a year, the presumption would be that it means the contractual year as this is the period a consumer is covered for. Whilst I appreciate Mrs J took an alternative definition of what once a year meant, I'm satisfied that British Gas didn't breach their contract with Mrs J by offering her an appointment within the contractual year.

Mrs J said British Gas told her she'd receive priority visits within two hours because of her mother's needs. I think British Gas' assertion that this relates to breakdown rather than service appointment is reasonable as breakdowns are what are likely to have an impact on her mother's health, rather than when a service takes place. I appreciate Mrs J feels the service will reduce the chance of her boiler breaking down. But I don't think this should mean British Gas need to prioritise her service over other customers. I think British Gas' promise to treat any breakdown as a priority is reasonable.

Whilst Mrs J told us she was promised her annual service would take place in the autumn period when first taking out the policy over the phone, I've not been provided any other evidence to support this. The autumn period was also likely going to be caught by the 12 month exclusion clause. Further, she received a letter and policy document after the inception of the policy. The letter told her to check her agreement details. It said they want to be sure her options were explained to her and she was happy with the product she'd chosen, giving her the option to cancel within 14 days if she wasn't. As I've outlined above, I don't think the contract provides the consumer with a reasonable expectation that a service would take place within 12 months of each other or within the calendar year. So I think she had the opportunity to discover this from inception of policy, and could've cancelled if she wasn't satisfied. As such, I am unable to say the policy was mis-sold to her.

### **my final decision**

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 15 June 2018.

Katherine Jones  
**ombudsman**