

## **complaint**

Mr and Mrs W complain that British Gas Insurance Limited (BG) isn't performing an annual boiler service every twelve months.

## **background**

Mr and Mrs W have a Homecare insurance policy with BG. A benefit of the insurance is that BG carries out an annual boiler service.

Mr and Mrs W complain that BG is doing the annual service later each year. The length of time between the last two annual services was over 12 months. They say they've been longstanding customers of BG and they're very unhappy with its attitude. They want BG to refund last year's premium as they think they've paid for a service they didn't have.

BG says it's serviced the boiler once a contract year, as the policy terms provide.

Our investigator thought BG was arranging annual services in line with the policy terms.

Mr and Mrs W disagree and want an ombudsman's 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 don't uphold this complaint. I'll explain why.

The policy says BG will carry out an annual service once a year. I think BG can fairly say that means it must carry out an annual service once a contract year.

I've checked the dates of the previous annual services from 2015 (when BG's records go back to). It's carried out an annual service for Mr and Mrs W in each contract year. That won't necessarily be once every 12 months. Sometimes the annual services have been slightly more than twelve months apart, sometimes less.

Mr and Mrs W are concerned that they didn't get an annual service for last year's premium. I'm satisfied they have had the relevant annual services. The 2017 policy ran from 22 March 2017 until 21 March 2018. BG did an annual service on 20 November 2017 which was the service for that contract year.

The 2018 policy ran from 22 March 2018 until 21 March 2019. BG did the service on 28 January 2019. Although that service was 14 months after the previous service it was still within the 2018/19 contract year.

BG has acted fairly and reasonably in providing Mr and Mrs W with an annual service each contract year.

As our investigator explained, even if BG hadn't arranged a service within the contract year, I wouldn't say BG should refund the whole premium Mr and Mrs W paid. The £252.71 premium was for the insurance cover for their central heating system and boiler as well as

the annual service. They had the benefit of that insurance cover whether or not they made any claims against the policy.

BG may be able to separate out the annual service fee from the total premium. But as I think it's acted fairly in how it's scheduled the annual services it has no reason to do so. BG doesn't need to make any refund to Mr and Mrs W.

**my final decision**

I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 2 June 2019.

Nicola Sisk  
**ombudsman**