

## **summary of complaint**

Mr and Mrs T have raised a complaint as they are unhappy that British Gas Insurance Limited did not phone them to arrange for an annual boiler service visit. As a result, an annual visit did not take place. Mr and Mrs T feel this contributed to the rust damage caused to their boiler from a water leak.

## **background to complaint**

When Mr and Mrs T reported a fault with their boiler in October 2011, it was found that the heat exchanger was leaking. Because effective repair could not be completed, the boiler was deemed at risk and turned off. As the boiler was over 10 years old, Mr and Mrs T were not entitled for replacement under the policy. They were therefore told that they had to replace the boiler themselves.

Mr and Mrs T feel that British Gas had failed to contact them appropriately to arrange the annual service for the period. Prior to the visit in October 2011, the last annual service was carried out in June 2010. Mr and Mrs T say in the past British Gas had always phoned them to arrange an appointment.

Mr and Mrs T believe an annual service visit would have detected the leak earlier and limited the extent of the water damage to the boiler. At the very least, they say this would have allowed them to replace the boiler during summer time. This would have saved them from the inconvenience of having no heating or hot water for 8 weeks in late 2011.

British Gas' records show that it had sent three letters asking Mr and Mrs T to contact it to arrange an appointment for an annual service visit.

The adjudicator who reviewed the case noted that with regards to how policyholders are to be contacted, the policy states the following:

"On or around the anniversary date of your last Annual Service we will contact you in writing, email or by telephone to arrange a suitable appointment."

Given the information available, the adjudicator was satisfied that British Gas had taken reasonable steps to arrange an appointment. The adjudicator also concluded that British Gas had not acted contrary to the terms of agreement in deciding to communicate in writing.

Mr and Mrs T did not accept the adjudication and requested that their complaint be considered by an ombudsman.

## **my findings**

The crux of the complaint is whether British Gas made an error in changing the way it communicated with its customers. I therefore have to determine whether this was contrary to the terms of the agreement, and if British Gas should be held responsible for all or any part of the cost of the new boiler.

I do not think it is unreasonable that Mr and Mrs T had come to expect a call from British Gas, as they had grown accustomed to this process in the past. However, the policy does not commit to a specific way of communicating with policyholders. Having looked at British Gas' records, I have noted that three letters were issued prompting Mr and Mrs T to contact it. I think this demonstrates that British Gas had taken steps to book an appointment for a

visit. I am therefore not persuaded that it had failed in its obligation under the terms of the contract.

**my decision**

For the reasons set out above, my final decision is that I do not uphold Mr and Mrs T's complaint. I make no award against British Gas.

Christopher Tilson  
**ombudsman**