

complaint

Mr R complains that British Gas Insurance Limited hasn't completed an annual service to his boiler for a number of years. He says this is due to the presence of asbestos, and he didn't receive the annual invites to book a service.

background

Mr R had a British Gas insurance policy to protect his boiler and central heating system. The policy entitled him to an annual boiler service. He complained to British Gas that his boiler had not been serviced for several years and requested his annual premium back for the periods in question.

Mr R says British Gas refused to carry out the service due to the presence of asbestos, and he hasn't received any contact inviting him to book the annual services he was entitled to. He explained to British Gas that he wasn't living in the property at the time, but his ex-wife and son were and they say no letters were received.

In response to Mr R's complaint British Gas confirmed the last service was in 2014. It also highlighted the policy terms which explain contact will be attempted up to three times, but after the third occasion there will be no further contact attempts and the missed annual service cost won't be refunded. British Gas says it made the following attempts during contract periods ending:

- May 2016 – three letters sent to the insured address.
- May 2017 – one letter sent to the insured address.
- May 2018 – one letter sent to the insured address, and two emails.

British Gas also highlighted that whilst Mr R's email address was incorrect, it was the email address it held on file. It also says that it sent him a letter in March 2018 which asked him to make contact to verify his email address, as it was aware it was invalid.

British Gas offered Mr R £130 compensation for the periods ending May 2017 and May 2018 on the basis it had either not attempted contact on three occasions, or the attempted contact had been sent to an invalid email address. But British Gas said it couldn't locate any information relation to an asbestos issue preventing visits.

Mr R remained unhappy, so he contacted our service. His complaint was considered by one of our investigators, but she didn't think it should be upheld. Our investigator didn't think all the premiums should be refunded as Mr R would still have benefited from the policy if his boiler or central heating system needed repair – she concluded that £130 was fair for the contact that wasn't received. She also said she hadn't seen anything to suggest annual services had been refused, or asbestos was the reason they hadn't been completed.

Mr R disagreed with our investigator, so his complaint has been passed to me to decide. He has since sent us a photo to show the presence of asbestos near the boiler.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. When the evidence is inconclusive, as it is here, I reach my decision on the balance of probabilities – that is, what I consider is more likely to have happened, in light of the evidence that is available and the wider surrounding circumstances.

I understand Mr R feels strongly that the annual services weren't carried out because of asbestos. But having carefully considered the information provided by both parties, on balance, I'm not persuaded by the arguments he's made. I'll explain why.

Having reviewed the job history at the property, there's no mention of asbestos, and if there were those safety concerns I don't consider it likely that previous services would have gone ahead. But the information I've seen shows services took place in 2013 and 2014. Likewise, I'm not persuaded invites for further services would have been sent if those concerns were present, and I'm persuaded invites were sent.

Furthermore, if Mr R was told by British Gas that it wasn't prepared to work on the boiler due to the asbestos, I consider it likely that he would have cancelled the policy then. I say this because the main feature of the policy is for British Gas to assist when the boiler needs repair.

In any event, if Mr R kept his policy knowing that British Gas couldn't service the boiler whilst the asbestos remained, that's not something I can fairly hold British Gas responsible for.

Mr R says he didn't receive the invitation correspondence. In respect of the letters, we've been shown copies and they are correctly addressed. So on balance, I'm persuaded the items were sent and also safely received. I appreciate Mr R says he wasn't living at the property, but British Gas can only send letters to the address it holds on file.

Nonetheless, given the policy terms, I consider it fair that British Gas compensates Mr R for the missed annual services during the periods ending May 2017 and May 2018. I say this because only one attempt was made during the first period, and although three attempts were made during the second, two of those attempts were to an email address it knew wasn't valid.

However, overall I'm satisfied that £130 fairly reflects the cost of two annual services – and Mr R still had the benefit of much of the cover the policy provides. So I'm not persuaded British Gas needs to refund any premiums, and I'm not awarding anything more.

my final decision

I'm sorry to disappoint Mr R. But for the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 10 July 2019.

Vince Martin
ombudsman