

The complaint

Mrs B is unhappy with the way British Gas Services Limited (BGS) have administered her HomeCare Three insurance policy.

Mrs B appointed a representative when raising this complaint. For ease of reference, I will refer to them both as Mrs B in this decision.

What happened

Mrs B has held an insurance policy administered by BGS for several years. Part of this policy entitled Mrs B to an annual boiler service.

In September 2019, Mrs B booked her annual service for 5 November which was the next available appointment. On 4 November, the day before the service was due to take place, BGS contacted Mrs B to rearrange it. They rescheduled the service to 27 January 2020, which was the next available date.

Mrs B raised a complaint about this. She was unhappy the service was rescheduled at such short notice. She was also unhappy at the length of time between two dates saying it wasn't the first time she'd had to wait longer than 12 months between services. She didn't think it was reasonable to offer an annual service and then fail to complete it within 12 months. So, she wanted BGS to recognise their failures and ensure the annual service was completed annually as she'd expect.

BGS didn't uphold the complaint. They thought their terms and conditions of the policy made it clear services may take longer than 12 months at a time. They explained Mrs B's service was re-scheduled due to a high volume of emergency repairs that took priority. They also explained the length of time between the original service and the rescheduled date was to consider the weather at that time and to try and minimise the chance of having to reschedule again. So, they didn't think they'd done anything wrong. Mrs B was unhappy with this response, so she asked us to investigate it further.

Our investigator looked into the complaint and didn't uphold it. She thought BGS's terms and conditions made it reasonably clear that annual services may take longer than 12 months to complete. So, she didn't think they'd done anything wrong by completing them more than 12 months apart. She also thought BGS had acted reasonably when rescheduling Mrs B's service for 27 January 2020 to minimise the chance of having to reschedule further appointments due to the time of year.

Mrs B didn't agree. She responded explaining BGS had called her on 26 January 2020 to try and reschedule her service due to the next day. She also explained by not servicing the boiler, it may have affected the warranty of the boiler and other appliances in the house which hadn't be considered. So, she felt BGS had acted unfairly by not completing an annual service within 12 months.

Our investigator replied to Mrs B's comments after considering them but explained she still didn't think the complaint should be upheld. Mrs B remained unhappy, so her complaint has been passed to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I want to reassure both BGS and Mrs B that I've considered all the comments and evidence available, even if they haven't been directly referred to within the decision.

It isn't disputed by BGS that some of Mrs B's annual services have been more than 12 months part. So, I've focused on whether I think this means BGS have done anything wrong. And in this instance, I don't think it has.

The terms and conditions of the agreement Mrs B entered into say *"Your annual service may be more, or less, than 12 months after your last service visit"*. So, I think BGS made it reasonably clear that the services may at times exceed the 12-month time period Mrs B expected them to be completed within and so, they've acted within the agreement.

Even though I think BGS acted within the terms of the policy, I've also considered whether I think BGS actions were fair. I've seen that Mrs B has held the policy with BGS since 2010. Within this time, the annual services have been completed outside the 12-month period on four occasions. On three of these occasions, the service was completed within 2 months of the 12-month date. BGS have confirmed that the boiler remained under warranty during the months where the service hadn't been completed, so if anything did go wrong with the boiler Mrs B would've been able to have any fault repaired. Because of this, I don't think the delays on these occasions have impacted Mrs B in a way that I'd deem to be unfair.

But I've seen on the most recent occasion, Mrs B's service was completed over four months after the annual service was due in August 2019. Mrs B originally booked the service in September, after the 12-month period had elapsed, for 5 November as this was the earliest availability. I understand Mrs B was unhappy that this was the earliest slot. But BGS have said this was due to the time of year. They've explained as the weather gets colder, it increases the demand on their service. Although I can appreciate Mrs B's stance that BGS as a business should factor in the weather to ensure they maintain their service level, I don't think BGS would be able to perfectly predict the weather and spikes in demand. So, I don't think it would be fair for me to say they acted unfairly when offering Mrs B a slot in November.

On 4 November, BGS called Mrs B to reschedule the service appointment due to take place the next day. Mrs B was unhappy this happened so close to the appointment and that BGS rescheduled for 27 January 2020, almost three months later.

BGS have explained this was due to a cold period of weather meaning they had received a large number of emergency breakdowns. So, they had no engineer availability to carry out the service. The terms and conditions of the agreement say, *"In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your annual service."*

I can appreciate how frustrating it would've been for Mrs B to have to reschedule the day before the appointment is due and ideally Mrs B could've been made aware of this earlier. But, as BGS provided a service that can be affected by occurrences outside of their control, such as the weather and a rise in breakdowns, I don't think it'd be fair for me to say they

acted unreasonably by doing this. I think the terms and conditions make reasonably clear that breakdowns would be prioritised and had Mrs B's boiler broken down, she'd have been able to utilise this service. Fortunately, she didn't need to on this occasion.

I've also considered whether I think it was fair for BGS to reschedule the appointment for almost three months later. BGS have explained they did this considering the weather and time of year in order to prevent further rescheduling. I think this is a fair explanation and shows BGS recognising the demand on their service and attempting to prevent any further inconvenience to Mrs B. I think it's important to highlight again that during this time, had Mrs B's boiler broken down, she would've been able to utilise her policy to have any repairs completed. So, I don't think she was impacted by having to wait longer than usual to have the service completed.

But I've also seen that on 26 January 2020, BGS contacted Mrs B to reschedule the service again. But Mrs B wasn't happy with this, so the service went ahead as planned. BGS have explained they attempted to reschedule for the same reasons but as this would've been the second time, they prioritised the service over breakdown call outs they received.

I understand why Mrs B would've been left unhappy with BGS attempting to reschedule again the day before the appointment, especially as she'd already raised a complaint. Ideally, I would've liked BGS to have realised this was a second rescheduling before they made the call to Mrs B. But, as they took this into consideration and prioritised the service to ensure it went ahead, I think this minimised any further impact.

So, although I think the length of time it took to service the boiler was frustrating for Mrs B, I think BGS have acted in line with the terms of the policy and Mrs B has received the service it provides. I understand this isn't the outcome Mrs B was hoping for, but her boiler has been serviced and it remained under warranty should anything have gone wrong during the delay. Because of this, I don't think BGS need to take any further action.

My final decision

For the reasons outlined above, I don't uphold Mrs B's complaint about British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 30 March 2020.

Josh Haskey
Ombudsman