

The complaint

Mr P is unhappy that an annual service under his “HomeCare Four” policy, underwritten by British Gas Insurance Limited (“BG”), was rescheduled.

What happened

In January 2020 an appointment was booked for BG to service Mr P’s boiler as part of his BG HomeCare cover. The appointment was scheduled for 12 March 2020. BG contacted Mr P prior to this to cancel the appointment and offer Mr P an alternative appointment in May 2020.

Mr P said the call handler told him the appointment needed to be rescheduled because of an emergency. Mr P was unhappy about this and complained. Mr P told BG he is self-employed and suffered a financial loss because he’d refused work to be able to accommodate the appointment. Mr P said he wanted compensation. BG say Mr P declined the appointment in May 2020 as he couldn’t confirm if he would be free that day.

About two weeks later, BG called Mr P. BG says it apologised for needing to reschedule his appointment with six days’ notice and told him that emergency breakdowns were taking priority. BG offered Mr P £20 compensation for the cancelled appointment. Mr P wasn’t happy with this. BG says Mr P told it he wanted substantially more than this.

BG then increased its offer to £30. BG said Mr P told it this was still unacceptable because of the earnings he’d lost. BG said Mr P told it he didn’t accept its excuse that there was an emergency and that no other fitter was available. BG said Mr P asked for £150 compensation, but said that if BG wouldn’t pay this, he would accept a reduction to the cost of his policy when it renewed.

BG issued its final response (FRL). It agreed that the level of service was not to the expected standard and apologised. It explained that because of COVID-19, it was minimising the work it can complete and only emergency appointments were being completed at the time. It said it would consider a discount at renewal once Mr P has his renewal documents. BG did not increase its compensation of £30 for the inconvenience caused to Mr P.

Mr P was unhappy with BG’s response and brought his complaint to us.

Our investigator didn’t uphold Mr P’s complaint. He felt BG’s award of £30 was fair and reasonable. He wasn’t persuaded Mr P had suffered loss of earning because Mr P said he was unable to provide any evidence.

Our investigator said BG had told him the reason for rescheduling Mr P’s appointment was because of “*higher than expected volume of emergency breakdowns for vulnerable customers without heating and hot water*”. And our investigator felt it was reasonable for BG to cancel Mr P’s appointment for this reason.

Our investigator pointed out that Mr P's policy says BG will carry out visits within a reasonable time, unless something beyond BG's control makes this impossible. And that if this happens, BG will let the customer know and arrange another time. He said that Mr P's policy states that where there is a local or national high demand for BG's services, it prioritises breakdowns and may need to re-arrange annual services. Our investigator felt six days' notice of cancellation was reasonable.

Mr P did not agree with our investigator's view. He said that when BG cancelled his appointment there was no mention of vulnerable people and he was simply told 'we have an emergency'. He said he didn't see how an emergency could be predicted and he felt BG were using coronavirus as an excuse. Mr P requested an ombudsman's decision.

Mr P contacted us again in August 2020 and explained that a second service appointment had been cancelled after he'd booked another day off work. Mr P also said that it is very likely that his boiler is no longer covered by the maker's ten-year guarantee because BG hasn't given him his annual service. Mr P said that he'd now paid for two annual services that he hasn't had.

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.

I shall not be upholding Mr P's complaint. I'll explain why.

I have reviewed Mr P's policy documentation. Mr P's renewal notice describes his cover as *"HomeCare Four - Boiler, controls and central heating cover including an annual service, plus repairs to plumbing, drains and home electrics"*. And I can see on page 28 of Mr P's *"HomeCare range Terms & Conditions"* booklet, under the *"Reasonable timescales"* sub-heading it says:

"We'll carry out any repairs or visits you're entitled to within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and give you another time when we can visit."

So Mr P's policy terms allow BG to reschedule visits where there are matters beyond its control preventing it from attending.

BG explained in its FRL that it is minimising its work to emergency appointments because of COVID-19. Mr P's appointment was booked for mid-March 2020. There were government restrictions on entering other households in force during March 2020, so I don't think it's unreasonable or unfair for BG to have postponed Mr P's service to try to help ensure the safety of Mr P and the engineer.

Mr P's policy terms allow for BG to reschedule appointments for things beyond BG's control. I think a pandemic is something that was beyond BG's control. So I don't think BG did anything wrong in cancelling Mr P's appointment and offering him an alternative, which is what I would have expected it to do given the terms of Mr P's policy. And I think six days' notice of BG needing to reschedule Mr P's appointment is a reasonable amount notice.

Mr P told us he felt BG was using coronavirus as an excuse. Whilst BG might not have mentioned vulnerable customers when it called to reschedule his appointment, I don't think it needed to provide Mr P with further reasoning than it did. It is accepted BG told Mr P it needed to cancel the appointment because of emergencies. And I think this explanation is a sufficient one to have given Mr P. And in any event, BG explained in the FRL issued shortly

afterwards that it was limiting its appointments to emergencies and why. So I think BG gave further information to explain the situation where this was useful.

Mr P says he is self-employed and turned down work to accommodate the appointment. I understand the postponement of the appointment would have been inconvenient for Mr P. But I don't think it would be fair for me to instruct BG to compensate Mr P for £150 of lost earnings that he can't provide evidence for. Particularly when BG hasn't breached the terms and conditions of Mr P's policy.

Mr P said that he'd be willing to accept a reduction in his premiums for the following year's cover as compensation for the postponement. But BG didn't depart from the terms and conditions of the policy for that policy year by trying to schedule another time to attend. And BG has already offered Mr P £30 compensation for the inconvenience of needing to reschedule his service. I think this is fair and reasonable. So I don't think BG need to offer anything further to Mr P as compensation for trying to reschedule his service.

Mr P has told us that BG cancelled another later appointment and that because of this, his boiler may now be out of warranty. I am unable to consider these points as part of this decision because they were raised with us after BG issued its FRL to Mr P about the first cancelled appointment. If Mr P wishes to pursue these matters further, he will need to raise them first with BG, if he hasn't already done so.

For the reasons given above, I shall not be upholding Mr P's complaint. I think the £30 compensation already offered to Mr P by BG is fair and reasonable to recognise the inconvenience of the appointment not going ahead as originally planned. And I won't be asking BG to increase its award for this reason.

My final decision

I do not uphold Mr P's complaint. British Gas Insurance Limited should pay Mr P the £30.00 compensation it has already offered him, if it hasn't already done so.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr P accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 7 December 2020.

Ruth Peek
Ombudsman