

The complaint

Mr D is unhappy with the service provided by British Gas Insurance Limited under his home emergency policy.

What happened

Mr D booked his annual boiler service under his HomeCare policy. However, British Gas then changed the appointment the day before it was due to take place. Mr D said that British Gas didn't tell him. When Mr D complained, British Gas apologised for changing the appointment and offered him £20 compensation. It also moved the rearranged appointment to a date that fitted with Mr D's availability.

Mr D complained to this service. Our investigator didn't uphold the complaint. He said that British Gas had acted in line with its terms and conditions and that the way it resolved the complaint was reasonable.

As Mr D did not agree, the complaint has been referred to me.

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 can understand that it was very frustrating and inconvenient for Mr D to have his annual service appointment moved, particularly as he said he arranged it a long time in advance.

I've looked at the policy terms and conditions about rearranging annual service appointments and they 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."

So, the terms and conditions explain that sometimes British Gas will need to rearrange the annual service. In this instance, it appears that British Gas had high demands on its service due to dealing with a lot of breakdowns. Whilst I can understand that Mr D wasn't happy that British Gas changed the appointment, I can't see that British Gas breached its terms and conditions by doing so.

I've also looked at whether British Gas told Mr D in advance that the appointment needed to be changed. British Gas said that it left a voicemail for Mr D telling him that the appointment had been changed. British Gas only keeps its phone records for three months, so it hasn't been possible to listen to the call recording or confirm the phone number that was called. However, British Gas has provided a note from its records that said it left Mr D a voicemail explaining that his appointment that was due to take place the next day needed to be cancelled because it was dealing with breakdowns. It also gave the date of the new appointment.

Mr D has said that he didn't get a voicemail from British Gas and that if it left the message on his landline that he only used that for the internet. He said that British Gas didn't call his mobile phone or send him an email. I can't say for certain what happened here, but based on the information available, I think that it's more likely than not British Gas did leave a voicemail message for Mr D. I've no reason to think that British Gas' record of the call is inaccurate, so I think it did leave a voicemail for Mr D. It appears that British Gas might have left this on Mr D's landline number and I don't think it was likely that British Gas would have known that Mr D didn't use his landline for phone calls. Although Mr D might have expected British Gas also to try his mobile phone and to send him an email, I don't think that there was any requirement to do so or for it to think that there was a specific reason to follow up on its voicemail through another contact method.

Mr D has also said that by changing the annual service appointment this meant that it didn't take place every 12 months. I've looked at the policy terms and conditions and these explained what an annual service meant, which was:

"a check in each period of agreement to ensure that your gas boiler, appliance or central heating, and ventilation is working safely and in line with the relevant laws and regulations."

It also explained that a period of agreement was:

"the day your agreement starts until your agreement runs out, as detailed on your statement."

So, on that basis I also don't think it breached the terms and conditions by there being more than 12 months between services as a result of the appointment being changed. The terms and conditions say that it will take place in each period of agreement, not every 12 months, so that can be more than 12 months apart.

Mr D was also concerned that British Gas rearranging the appointment could have increased the likelihood of his boiler suffering a breakdown. Although I can understand this concern, I've seen no evidence that this actually happened and so this seems to be a hypothetical situation. I can't really comment on that beyond saying that if Mr D's boiler did have problems due to the rearranged appointment, he should raise this with British Gas in the first instance so that it can investigate. He can then refer his complaint to this service if he is dissatisfied with British Gas' response.

Mr D has also complained about the way that British Gas dealt with his complaint, including the time it took to speak to British Gas on the phone and how long it took British Gas to send the responses to his complaint. However, complaint handling isn't a regulated activity, so isn't something that I can consider.

So, looking at the complaint as a whole, I can understand that Mr D was unhappy that British Gas changed his appointment, but I think it's more likely than not that British Gas did leave him a voicemail to tell him this. I also haven't seen anything that suggests that British Gas broke its terms and conditions by changing the appointment. I'm aware that British Gas offered Mr D £20 compensation for the inconvenience caused and I think that was reasonable in the circumstances of this case. It therefore follows that I don't uphold this complaint or require British Gas to do anything further.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 November 2020.

Louise O'Sullivan
Ombudsman