

## **The complaint**

Mr A is unhappy with the way British Gas Services Limited have administered his HomeCare Two insurance policy. He says they didn't make enough effort to notify him that his annual service, booked for 3 March 2020, had to be rearranged.

## **What happened**

Mr A has had an insurance policy administered by British Gas for some years. As part of this policy he's entitled to an annual service. Mr A had booked his annual service for 3 March 2020 and he taken the day off work. He waited for an engineer to arrive, but they didn't. Mr A called British Gas and was told they'd tried to call him on 28 February 2020, to notify him that they'd had to change his appointment. They hadn't been able to speak to him, but they'd left a voicemail telling him his appointment had been changed. Mr A told British Gas he doesn't check his voicemails and they should have sent him an email, or a text.

During the call Mr A checked his British Gas app and was able to rebook his service for 30 March 2020. The person he was speaking to wasn't able to see this appointment and said their system showed the earliest available appointment was on 5 May 2020. The service arranged for 30 March 2020 had to be cancelled because of the national lockdown.

Mr A complained to British Gas who didn't uphold his complaint. They said the terms and conditions of his policy make it clear that sometimes annual service appointments have to be rearranged, and they'd called him and left a message notifying him his appointment had been rearranged on 28 February 2020. They offered him £20 as a goodwill gesture. Mr A told British Gas he didn't accept this, and he wanted £80 to cover his loss of earnings. He was told his policy made it clear they didn't cover loss of earnings. Mr A told them that if he needed to bring his complaint to our service, he'd want £100 compensation.

Mr A then complained to our service. Our investigator considered the case and said Mr A's policy terms and conditions make it clear that British Gas may have to delay, or rearrange annual service appointments, if there's a high demand for their services. Given the time of year he felt that demand was likely to have been high, and annual services would be regarded as non-essential.

And our investigator felt British Gas had met their obligation to notify Mr A that his appointment had been changed. As they'd tried to call him and had left a message when they weren't able to speak to him. And while the terms and conditions of the policy said British Gas wouldn't pay anything for loss of earnings, they'd offered Mr A £20 which our investigator thought was fair.

Our investigator said that Mr A's policy makes it clear that annual services may be more than 12 months apart. And British Gas have told us that Mr A's annual service was carried out on 8 June 2020 when they attended at his property to carry out repairs to his boiler. So our investigator felt British Gas had acted fairly and didn't ask them to do anything

Mr A didn't accept our investigator's opinion so the case has come 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.

Mr A's policy with British Gas clearly states that in times of high demand they prioritise breakdowns and, because of this, annual services may have to be rearranged. From what Mr A has told us he received a call from British Gas in the morning of 28 February 2020, to remind him to book his annual service. He told them this was already booked, for 3 March 2020, and says they didn't give him any indication that the appointment wouldn't go ahead.

I can understand that as he'd spoken to British Gas about his annual service Mr A then assumed it would go ahead as planned. But the need to prioritise appointments can change over a working day, and British Gas called Mr A for a second time to let him know they'd had to change his appointment. When they couldn't speak to him, they left him a message. As British Gas had been able to speak to Mr A earlier that day, I don't think it was unreasonable for them to think he'd receive the message they left. And I don't think they also needed to send him a text, or an email. If someone has a voicemail facility on their phone, I think it's reasonable to expect that they'll check their messages.

Had Mr A listened to the message British Gas left for him, then he'd have known on 28 February 2020 that his annual service wouldn't be going ahead on 3 March 2020. And I've said I think it was reasonable for British Gas to leave him a message.

Mr A has said that although British Gas told him they don't pay compensation for loss of earnings, they offered him £20. While he didn't accept this amount, he felt it was an acknowledgement that they'd done something wrong. I don't agree. British Gas described the £20 as a goodwill payment, and I think this is what it was. While British Gas didn't think they'd done anything wrong, Mr A had been with them for some years, they acknowledged that he was unhappy, and wanted to offer him something. I think this was fair in the circumstances.

Despite his annual service being rearranged Mr A still had the benefit of his policy with British Gas. He was able to make a claim under his cover when his boiler needed repairs in June 2020, and British Gas have told us his service was completed then.

So I don't think British Gas did anything wrong and I won't be asking them to take any action.

## **My final decision**

For the reasons set out above my final decision is that I don't uphold Mr A's complaint about British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 22 February 2021.

Patricia O'Leary  
**Ombudsman**