

The complaint

Mr D is unhappy that British Gas Insurance Limited (British Gas) cancelled a pre-booked appointment for an annual service at his property, under his home emergency insurance policy. He is also concerned with the level of customer service he received in respect of this.

What happened

Mr D contacted British Gas in January 2020, in order to book an appointment for the annual service he is entitled to receive, as part of his home emergency insurance policy. The appointment was booked for early March 2020.

The day before the appointment was due to go ahead Mr D received a phone call from British Gas, to let him know it wasn't going to be able to attend the appointment the next day. Mr D said British Gas told him there were no engineers in the area to attend that day. And, when he asked to re-book the appointment during the call, the adviser said they couldn't re-book the appointment at that time. Mr D said the reason given to him was because of a shortage of engineers, and that priority was being given to services for vulnerable customers.

As Mr D was unhappy with this, he raised a complaint about British Gas' handling of the matter. British Gas responded and apologised for the inconvenience that had been caused. It also said it couldn't re-book the appointment at the time of its response, because it had postponed annual services '*whilst it worked through the COVID-19 crisis*.' British Gas said it would be able to offer these appointments again, once the situation had lifted.

Mr D didn't feel this explanation was reasonable. He said that the government hadn't put restrictions in place, in respect of the coronavirus pandemic until later in March 2020. So, when he attempted to re-book the appointment, this couldn't have been a factor in British Gas' decision not to make another arrangement to attend his property and complete the service.

Because Mr D remained dissatisfied, he referred his complaint to this service for an independent review.

Our investigator considered this complaint and didn't think it should be upheld. She said that Mr D's policy explained that British Gas was able to cancel an appointment due to high demand, and that an annual service may in fact be carried out, outside of a 12-month period. Our investigator noted that prior to 2020 British Gas had contacted Mr D a number of times to attempt to arrange an appointment and had been unsuccessful. And it was unfortunate that the need to re-schedule the visit on this occasion coincided with concerns surrounding the coronavirus.

Mr D didn't agree. He said that he wasn't satisfied with the reasons British Gas gave him for not being able to carry out the appointment as scheduled in March 2020. Or with its reasoning around why it couldn't re-schedule the visit when it cancelled the first one.

Mr D agreed he had been contacted by British Gas in 2019 to arrange the annual service. But noted these times hadn't been convenient, and he had needed to cancel an appointment for the service in the previous May a day or two before it was due to happen. Mr D highlighted he got back to British Gas in January 2020 to book the appointment – and was unhappy it was relying on the terms and conditions of his policy, as he felt the situation could have been avoided.

As Mr D disagreed, his complaint has been provided to me, to decide.

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've decided not to uphold this complaint. So, I don't require British Gas to do anything further in relation to this complaint. I've explained why below.

I've considered the terms and conditions of Mr D's policy. I understand Mr D is concerned about British Gas falling back on its policy terms in this case. But I do also need to consider these. This is because the policy terms detail what was agreed between Mr D and British Gas when the policy was purchased. And, to see whether British Gas has acted reasonably, I need to decide whether British Gas acted in line with what was agreed in relation to annual service appointments.

In relation to annual service appointments, the terms of Mr D's policy explain that;
"In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to re-arrange your annual service."

It also highlights that an annual service may be more than 12 months after the last service visit carried out.

Neither party disputes that British Gas explained it had to cancel the appointment because of high demand at the point the annual service was due to go ahead in March 2020. And as above, the policy does make it clear this may happen. So, I'm satisfied British Gas acted reasonably, and in line with its policy terms, in cancelling the appointment made in March 2020 given that reason.

I understand Mr D is concerned with British Gas' explanation that high demand was the reason it couldn't attend and doesn't feel British Gas gave him enough satisfactory information on this. But I think contacting him and letting him know the reason it couldn't attend or re-book at that point – as there were no engineers in the area, and it was prioritising vulnerable customers – was enough to let Mr D know the situation. I wouldn't expect it to be provided further detailed explanation here.

I haven't seen anything within the information provided to me which suggests the reason for it cancelling the March 2020 appointment, or for its inability to re-book at that point was inaccurate. So, I'm satisfied British Gas acted fairly here.

British Gas did later explain it wasn't able to re-book appointments as a result of the coronavirus pandemic. And said it had made this decision before the government detailed the 'lockdown' restrictions later in March 2020. I don't think it matters when British Gas made this decision in this case – it doesn't alter the outcome of this complaint. At the point British Gas provided its final response letter to this complaint, the government had announced the restrictions. And British Gas was acting in light of these at that time.

British Gas had reached out to Mr D on a number of occasions before, to attempt to book the annual service in, before 2020. And it explained that Mr D would be able to re-book the cancelled appointment when the coronavirus restrictions were lifted. So, I think British Gas was still able to provide the service Mr D had paid for – just at a later date. Which given what the policy says, and the restrictions not to enter other households at the time, I consider to be fair and reasonable in this case.

My final decision

Given the above, my final decision is that I don't uphold this complaint. So, I don't require British Gas Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 20 November 2020.

Rachel Woods
Ombudsman