

The complaint

Mr D is unhappy with the service he received from British Gas Insurance Limited (British Gas).

What happened

Mr D had a HomeCare policy with British Gas which ran from October 2018-2019. The policy covered boiler and central heating breakdown and included an annual boiler service.

An annual service was booked by Mr D for November 2019, but this was rescheduled at short notice. Mr D wasn't made aware it had been rescheduled until he contacted British Gas after the appointment didn't go ahead.

When Mr D contacted British Gas, they said that Mr D wasn't actually entitled to the annual service, as he hadn't renewed his policy and it had ended in October 2019. Although Mr D wasn't entitled to it, as the appointment was rescheduled without notice, British Gas agreed the customer service hadn't been reasonable so they honoured the rearranged annual service.

Mr D wanted compensation for the overall service British Gas had provided, and as he remained unhappy, he approached this service.

Our investigator didn't recommend British Gas pay Mr D additional compensation. He acknowledged that the overall service received hadn't been in line with Mr D's reasonable expectations, but he felt honouring the annual service was reasonable in the circumstances.

Mr D didn't agree and asked for a final decision from an ombudsman.

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 directing British Gas to pay Mr D additional compensation. I'll explain why.

Mr D's HomeCare policy with British Gas started in October 2018 and ran for a year. Under the policy, Mr D was entitled to one annual boiler service within the policy year. He had this service carried out on 31 October 2018.

Mr D contacted British Gas on 30 September 2019 and arranged an annual service for 22 November 2019, which would have been after renewal and into his next policy year. However Mr D decided not to renew his policy and this ended in October 2019.

In error, British Gas didn't cancel the annual service booked for November 2019 when the policy wasn't renewed, so this was still scheduled to go ahead.

As the policy entitles the policyholder to one annual boiler service per policy year, Mr D had already had the benefit of this in the 2018-2019 policy. As he didn't renew in 2019, he wasn't entitled to a further free annual service, as he had already had the one he paid for as part of the 2018-2019 policy.

In error, this wasn't cancelled by British Gas when the renewal was stopped. But it's clear that Mr D wasn't actually entitled to this as he didn't renew his policy.

The incorrectly arranged annual service was then rescheduled the day before it was due to be carried out. British Gas has explained this was due to a surge in demand for emergency callouts. And the policy terms do say that an annual service may need to be rearranged in periods of high demand, which is what happened here.

British Gas has been unable to locate any calls where they'd tried to contact Mr D to advise the appointment had been rescheduled, although a file note does indicate an attempt was made the day before the service was due. British Gas did send a letter at that time, but unsurprisingly Mr D didn't receive it until several days later and after the visit was due to take place.

When Mr D contacted British Gas, after a long period attempting to get through, they said that he wasn't actually entitled to the service, as he'd not renewed his policy. But due to the overall service he'd received, they said they would honour the rescheduled annual service.

Whilst Mr D is unhappy the annual service was rescheduled at short notice and he didn't receive communication of that, he wasn't actually entitled to that service. And even when British Gas noted this, they still honoured the annual service as a gesture for the overall service Mr D had received. The equivalent cost of the annual service was £65, and I think British Gas honouring it was reasonable in lieu of compensation. So I'm not going to direct them to pay further compensation in addition to that.

I also note that Mr D said that when they did attend for the service, they carried out an inspection check rather than an annual service. But the notes provided indicate a service was what was arranged, and the policy terms also say what would be carried out for the annual service – a check to ensure it is working safely and in line with the relevant regulations - which doesn't necessarily mean dismantling the boiler if no faults are found.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 23 March 2021.

Callum Milne
Ombudsman