

The complaint

Mr O complains that British Gas Services Limited has not fulfilled all elements of his homecare insurance policy with it.

What happened.

Mr O has a home care policy with British Gas that renewed in November 2019. In 2020 he says there were some repairs that needed carrying out under the policy. But, Mr O didn't appear to contact British Gas and make a claim for these repairs. However Mr O said he was aware British Gas weren't able to attend his property, as due to the Covid-19 pandemic, British Gas said it was only attending emergency appointments at the time. And he felt this was unfair.

In April 2020 Mr O complained to British Gas. He said that as it was unable to fulfil all services he was paying for as part of his policy then he should be offered some money back on his premiums.

British Gas didn't uphold his complaint. It said that due to Government guidance following the pandemic, it had reduced its services to only emergency appointments. However it said once restrictions were lifted it would be able to attend appointments that weren't classed as an emergency. And that included any problems Mr O was experiencing at his property, that the policy provides cover for. It said the current pandemic and government restrictions, was a situation that was out of its control and it wasn't offering a refund on premiums paid. However it said it could reduce the cover Mr O had or offer a payment holiday on premiums if this was something Mr O would find helpful.

Mr O wasn't happy with this response. He said his policy included unlimited call outs which were usually attended within 48 hours. And, as British Gas couldn't provide that part of his cover, even if he did claim, he said it wasn't fair that he paid the same amount in premiums. He brought his complaint to this service.

Our investigator considered all the issues but didn't recommend the complaint be upheld. He said that British Gas had acted fairly by making the decision not to attend the property in April 2020, but to come out at a later date, given that Mr O didn't have an emergency it was aware of, and because of the government restrictions at the time. Our investigator also said that, now the restrictions were lifted, British Gas was able to provide the full cover of the policy, and attend to resolve any repairs Mr O said needed doing. So he didn't think British Gas should do anything differently.

Mr O didn't think this was fair. He said he accepted his problem wasn't an emergency, however he said as he was paying for unlimited call outs and British Gas weren't able to provide this, he should be provided with a refund for that part of the cover. He asked for his complaint to be reviewed by 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.

British Gas has said that it had to limit services to only emergency call outs due to Government guidance following the Covid-19 pandemic. Mr O complained in April 2020 and at that time the Government's guidance was that we should avoid visiting other people's households. So British Gas says it was only attending emergency call outs at that time.

Mr O said at this time he had some repairs that needed carrying out. However he accepts that these weren't urgent and agreed they wouldn't be classed as an emergency. As British Gas needed to make sure it complied with government restrictions and looked after the safety of its customers and staff, I think it was reasonable that they didn't attend Mr O's property in this case in April 2020. Especially given that it wasn't aware of what these problems were, in order to fairly assess how to go about moving a claim forward.

Mr O says that under his policy with British Gas, he is entitled to unlimited call outs, that were usually attended within 48 hours. And as this couldn't be fulfilled it meant that British Gas weren't providing the service he was paying for, so he should be refunded.

I have considered this and I can see that the level of cover Mr O pays for does include unlimited call outs. However the policy states as follows:

'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 although Mr O says British Gas have previously attended call outs within 48 hours, this isn't something that is guaranteed under the policy.

In any event, this case British Gas has been able to provide the service Mr O paid for, just not straight away. As British Gas has confirmed it is now able to attend all call outs under the policy, it could then provide all services offered under Mr O's policy, just at a timescale later than Mr O expected. And because of this, it has acted in line with the policy.

So although I understand Mr O was disappointed that British Gas weren't able to provide the same level of service it usually would, it has acted in line with the terms of the policy. So I don't agree that British Gas has treated Me O unfairly. And as British Gas can now attend non-emergencies, I can't see that Mr O has lost out because of the restrictions. He has received the cover he paid for.

For these reasons I don't think British Gas has treated Mr O unfairly or unreasonably. And I don't think Mr O has lost out as a result of its actions. So I won't require British Gas to do anything differently.

My final decision

For the reasons I've given, I don't require British Gas Services Limited to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 28 November 2020.

Sophie Goodyear
Ombudsman