

## **The complaint**

A company, which I'll refer to as V, complains that British Gas Services Limited cancelled their British Gas Multi-premise Homecare policy mid-term without warning.

Ms P, who is a director of V, brings the complaint on V's behalf.

## **What happened**

V took out a British Gas Multi-premise Homecare policy in April 2017. British Gas were called out on multiple occasions in 2018 under this policy with no issues. In April 2019, a British Gas engineer attended a call out under the policy. He refused to carry out the checks on the boiler as he deemed the property to be a commercial property and therefore not suitable for him to attend in his capacity as a domestic heating engineer.

V tried to resolve the issue with British Gas but they were told that no further appointments could be booked until the issue regarding the policy was resolved. V complained to British Gas.

In August 2019, British Gas issued a final response to V's complaint, explaining that the policy they had was unsuitable for commercial properties. British Gas said that, for this reason, they were going to cancel the policy and refund V accordingly.

V were unhappy with this outcome so they brought their complaint to this service.

Our investigator issued two views. In the first view, he upheld the complaint and said that British Gas should reinstate insurance cover to the end of the term of the policy and reimburse V for the costs they incurred as a result of the boilers being serviced by the third-party company.

V agreed with this view but said that British Gas should also cover the costs they'd incurred while their policy was suspended. British Gas acknowledged the view but did not respond, despite our investigator repeatedly chasing.

Our investigator then issued a second view, saying that British Gas should cover the costs V had set out, and asking them to pay £200 to V for the inconvenience caused. Again, British Gas did not respond.

As a result, the case was escalated for an ombudsman's decision.

I've spoken to V's representative who has confirmed that V no longer wish to pursue British Gas for their costs, but they would like to be compensated for the inconvenience British Gas have caused.

## **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.

V are responsible for the property maintenance of their clients' homes, including emergency call outs for any boiler breakdown. V have a duty of care to their clients.

British Gas unexpectedly decided mid-term that the policy was not appropriate for V's needs and suspended it without warning, eventually cancelling it. British Gas have provided no indication that V provided inaccurate information when applying for the policy or that V's circumstances changed during the policy term.

I believe the action British Gas took, with no warning or explanation to V, was unreasonable. V and their clients were inconvenienced by this sudden change and they had to seek assistance from another company at short notice.

V have said that they no longer wish British Gas to compensate them for the additional costs they incurred. But I believe British Gas should compensate V for the inconvenience caused. I think British Gas should pay V £200 for this inconvenience.

### **My final decision**

My decision is that I uphold this complaint for the reasons I've explained above. I direct British Gas Services Limited to pay £200 to V for the inconvenience it experienced as a result of British Gas withdrawing its cover without warning.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P, on behalf of V, to accept or reject my decision before 23 July 2021.

Tara Richardson  
**Ombudsman**