

The complaint

Mr F complains that British Gas Insurance Limited postponed a number of appointments when the heating broke down in his children's bedroom. As a result Mr F felt he had little choice other than to cancel the policy and arrange a third-party repair. He'd like to be reimbursed for this by British Gas.

The full details of this complaint are well known to both parties, so I won't repeat them in full here. Instead, I'll recap the key points and focus on giving reasons for my decision:

- Mr F has a HomeCare policy. On 4 January 2021 he called to make a claim as the heating in his children's bedroom had broken down. An appointment was arranged for 21 January 2021. But the appointment was postponed on more than one occasion.
- Mr F wasn't told that the work needed was not considered essential as there was heating in other parts of the house and the hot water was working. Nor was he told what the parameters were for considering work to be essential.
- Because of the delays Mr F cancelled the policy and arranged a third-party repair, which cost £468.
- Mr F complained but British Gas didn't think it should refund the repair, but it did send a cheque for £60 as compensation for the missed appointments.
- Our investigator upheld the complaint and required British Gas to reimburse the cost of the repair.
- British Gas asked for a copy of the invoice, which it has confirmed receipt of. Despite numerous chases, it hasn't replied to view and so the matter has been referred to me for review and determination.

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 agree with the conclusions reached by the investigator for the following reasons:

- I haven't been provided with any evidence that British Gas explained to Mr F that attending his property wouldn't be considered essential or why that was. Nor have I been made aware of whether it asked Mr F if there was anyone living at the property with vulnerabilities. I don't think it can fairly expect a customer to know any of this without them being told.
- Had British Gas checked, Mr F could have told them about a medical condition his children suffer with which means they have trouble regulating their own body temperature. And I'm sure that would have meant the work would have been considered essential.
- Given the number of postponements I can fully understand why Mr F felt he had little choice other than to arrange an alternative repair. And that was a repair he was entitled to under the terms of the policy – it covered repairs to heating systems.

British Gas haven't put forward any argument to suggest the repair wouldn't be covered under the policy terms.

- I accept the third-party repair took place after the policy had been cancelled. But the breakdown of the heating system happened when Mr F was covered and as such he ought fairly to be indemnified under the terms of the policy.
- Given the poor service Mr F experienced, and for not indemnifying him under the terms of the policy, I'm satisfied a fair resolution would be for British Gas to cover the cost of the repair. However, like the investigator I find the £60 compensation for the missed appointments is fair.

My final decision

For the reasons given, my final decision is I uphold this complaint and require British Gas Insurance Limited to pay Mr F £468 – the cost of the repair. I require it to reimburse Mr F within 28 days of Mr F accepting this decision (should he choose to do so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 November 2021.

Claire Hopkins
Ombudsman