

## **complaint**

Mr P complains that British Gas Insurance Limited acted unfairly and unreasonably when refusing to carry out a repair under a homecare insurance policy. He wants £1,000 to pay for someone to gain access to his heater or for the work to be carried out by British Gas.

## **background**

Mr P had a homecare insurance policy. His immersion heater needed repair and Mr P arranged for British Gas to fix it. Mr P said that British Gas said when it visited that it couldn't repair due to access issues. Mr P arranged for a second visit by British Gas, and again it refused to repair due to access issues. Mr P pointed out that within the policy it said that up to £1,000 could be spent to gain access, but British Gas said that it would cost more than that. Mr P didn't accept that estimate.

Mr P complained to British Gas. It said that the issue of access was complicated by difficulties in draining the system and supporting/removing the water tank (the alternative was that a wall needed to be removed). Mr P said the wall didn't need to be removed and the system had been drained previously. British Gas offered to let Mr P cancel the policy.

Mr P complained to us. Mr P supplied evidence that the cost of supplying and fitting a new heater was £528. The adjudicator noted that the independent engineer didn't mention any access problems; as a result, he didn't think that British Gas was correct in saying there was an access issue and said it should pay Mr P £528 for the costs of repair and £200 compensation for the trouble and upset he'd suffered due to the incorrect refusal to carry out the work.

British Gas disagreed. It said that its engineer remained of the view that the costs of access were high and that it would be necessary to remove a wooden frame and cylinder to reach the heater. This was a job requiring more than one person and a draining of the system. British Gas said that it felt it would be unsafe to proceed until the wooden structure was removed and Mr P had been told this (and had agreed to arrange removal and contact British Gas to return). It said Mr P didn't contact it to confirm access was now possible. The adjudicator pointed out that none of this was reflected in the work history notes, business file or final response letter, and didn't change his view. Mr P also said British Gas never told him to remove the wooden frame and it would then return, and noted that the work had now been done without any trouble by the independent engineer (with an additional £200 cost to make good). Mr P was asked to provide evidence of the additional costs, but didn't do so.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

British Gas' position is that the cost of accessing the heater would be more than £1,000, and therefore under the terms of the policy, it is entitled to refuse to do the work. But British Gas hasn't provided a detailed breakdown showing why the work would be so expensive. Draining the system has been done previously according to its own work history reports and isn't expensive. In contrast, Mr P has supplied independent evidence showing that the repair work (presumably including access) totalled £528, a sum less than £1,000. He hasn't as yet provided evidence of the additional work, but I consider British Gas should deal with that aspect of his claim if he does provide this evidence in due course. The engineer carried out the work apparently without any access difficulties. So I think British Gas has acted unfairly and unreasonably in refusing to carry out the work due to the cost of access.

And I note that British Gas changed its position after the adjudicator's view upholding the complaint, but there's no evidence supporting what it then said. I would expect this information and assertion that Mr P was told to remove a wooden frame to be in the business file, contemporaneous documents and the final response letter. I can't place much weight on British Gas' evidence on this regard, particularly as it conflicts with its earlier position.

I think it's fair and reasonable for British Gas to pay £528 towards the costs of repair and £200 compensation for the trouble and upset caused by its refusal to do the work, and the consequent delay and inconvenience for Mr P.

#### **my final decision**

My final decision is that I uphold the complaint and British Gas Insurance Limited should pay Mr P £528 for the costs of repair and £200 compensation for his trouble and upset.

In the event that Mr P provides documentary evidence showing the cost of any works he paid for making good following the repairs, British Gas Insurance Limited should consider the making good costs under the terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 July 2019.

Claire Sharp  
**ombudsman**