

The complaint

Mrs W complains that British Gas Insurance Limited (“British Gas”) sent a letter about her policy to the incorrect address and that this has had a significant impact on her.

What happened

Mrs W holds two HomeCare policies with British Gas for two separate properties. One covers the property she lives in and the other covers a property she rents out.

In November 2020, following a claim, British Gas sent an invoice for work carried out to the wrong address. The invoice was sent to Mrs W’s tenant’s address, and Mrs W’s home address was clearly printed on the letter. Prior to this, Mrs W says her tenant did not have her home address.

Mrs W says this data breach caused her anxiety because her home address is protected due to personal circumstances. She also says her tenant now comes to her home address making various requests.

Mrs W has also said that British Gas failed to respond to her complaint initially and it has taken her additional time and effort to try to sort things out.

In response to the complaint, British Gas acknowledged its error and apologised for it. It also said it can’t explain how the letter was sent to the incorrect address – and it can only confirm that the address was changed on its system. It told Mrs W that to put things right for her, the address had been changed back and the data protection breach had been logged. It also offered Mrs W £30 for the inconvenience caused.

Mrs W didn’t accept British Gas’s offer. She said the situation had caused symptoms of PTSD due to repeated unwanted visits to her property by her tenant, and she was now nervous in her own home. She wanted British Gas to investigate what had happened and fairly compensate her for the distress it had caused. So she referred her complaint to this service.

Our investigator considered the issues and thought British Gas hadn’t done enough to put things right for Mrs W. The investigator said British Gas’s actions had caused Mrs W considerable distress and worry – and recommended that it pay Mrs W a total of £500 compensation in recognition of the impact of its error.

Neither Mrs W nor British Gas agreed with our investigator’s recommendations. Mrs W said, among other things, that the actions of British Gas had caused her such mental distress that she’d been off work sick for several months. British Gas maintained its position that it had done enough to put things right for Mrs W. Because neither party agreed with the conclusions reached by our investigator, the complaint has now come to me to decide.

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 our investigator for broadly the same reasons. And so I'm upholding this complaint. I'll explain why.

It's not in dispute that British Gas made a mistake by sending Mrs W's invoice to her tenant's address. And I accept, based on Mrs W's detailed testimony, that her tenant now has her home address, which he didn't have before the error. I also find Mrs W's testimony that her home address is protected due to sensitive and distressing personal circumstances she's told us and British Gas about, both plausible and persuasive.

British Gas has said that Mrs W's home address is publicly available on the internet. So although it accepts its error, it doesn't accept that individuals couldn't have found out about Mrs W's home address in another way. But I've looked into this and also spoken to Mrs W about it. Having done so, I'm persuaded that Mrs W's tenant couldn't have easily found her home address online and that the impact of British Gas's error was significant.

I say this because although Mrs W's home address is available online, Mrs W tells us the name her tenants know her by is different to the name on the website British Gas refers to. Mrs W has provided further evidence to demonstrate this, namely her tenancy agreement, on which she uses a different surname to the surname on the public website. So I'm satisfied her tenants would not have been able to find out her home address by searching for her online, as they do not know her as Mrs W. Mrs W has also provided evidence which shows the name she uses on her social media accounts. And that name is also different to the name on the website British Gas refers to. So if her tenant or any other individual was to look her up online, they might find her social media accounts, but not her home address.

British Gas says tenants can ask for a landlord's address and a landlord is legally obliged to provide it, but the evidence British Gas has sent us shows that the landlord can disclose their home address, an office address or the address of another property they occupy. The contact information on the tenancy agreement for service of legal notices is Mrs W's email address, not a postal address. And I'm also aware that landlords often provide a letting agent's address as an address for service of legal notices. So, all in all, I consider it likely that Mrs W's tenant found out where she lived and was able to repeatedly visit her home address as a direct result of the data breach.

I've considered the impact of this on Mrs W, and I've asked Mrs W for further details about what has happened since British Gas sent the invoice to the wrong address. She's told me, as she told British Gas when she made the complaint, that her tenant now comes to her house and makes requests. She says this includes asking for money and for food, as the tenant is vulnerable and a widowed father to three children, having recently lost his wife. Mrs W says she has tried numerous times to discourage him from visiting her address, but due to his vulnerable situation he has persisted. She has therefore felt she had no choice but to help him at times – such as by taking him to food banks so that he can feed his children.

I've thought about whether it would be reasonably foreseeable that a tenant would repeatedly visit a landlord's home address once they become aware of it. And in doing so, I note that it's commonplace for landlords not to give their home addresses to tenants, often using the address of a letting agent if one needs to be provided for legal reasons, as I've already mentioned. For that reason I'm satisfied that there is an element of foreseeability in a tenant behaving in such a way if aware of a landlord's home address, and a tenant making demands of or harassing a landlord does not seem too remote a possibility.

So I'm persuaded that British Gas's error in sending the invoice to the incorrect address and making Mrs W's tenant aware of her address for the first time, has had a significant impact

on Mrs W, at a time when she is already vulnerable and experiencing considerable distress due to other personal circumstances she's told us and British Gas about.

And considering how British Gas handled her complaint, I think it could've provided better service by fully addressing what had happened much earlier than it did. So all things considered, I'm persuaded that British Gas's error has caused significant distress and inconvenience to Mrs W and I'm satisfied that the level of compensation recommended by our investigator is therefore fair in the circumstances of this complaint.

Putting things right

To put things right for Mrs W, British Gas Insurance Limited must pay an additional £470 compensation to Mrs W, bringing the total amount of compensation in this case to £500.

My final decision

I uphold this complaint and require British Gas Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 31 August 2022.

Ifrah Malik
Ombudsman