

complaint

Mr F complains that British Gas Services Limited allowed his tenants to arrange an annual service inspection.

background

Mr F has an insurance policy with British Gas which covers the boiler, heating, plumbing, drains and appliances at a property he rents out to tenants.

Mr F says he rang British Gas to arrange an annual service check. They didn't tell him at the time that the tenants had already contacted them to arrange the visit.

So, two separate visits were booked. And Mr F wasn't present at the property when the inspection actually took place at the time arranged by the tenants. Mr F is concerned that if urgent work had been required, he wasn't there to authorise it.

Mr F says he had the same experience the previous year. At that time, he contacted British Gas and was advised they'd put a note on his file to ensure it didn't happen again.

Mr F complained to British Gas. They admitted their customer service had been poor.

They said they should have told him when he rang to arrange the visit that the tenants had already booked one.

And they said they should have been clearer in the previous year that the terms of Mr F's policy allowed tenants to book these inspections and that they were obliged to tell tenants when an inspection was due.

They offered Mr F £100 compensation for the inconvenience he'd been cause as a result of the poor service. But they said they hadn't acted outside the terms and conditions of the policy.

Mr F wasn't happy with this outcome and made a complaint to us. Our investigator looked into it and thought British Gas hadn't done anything wrong.

Mr F disagreed and asked for a final decision from an ombudsman.

my findings

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

I agree with British Gas that their customer service was poor in the way they handled the contact with Mr F – both when he contacted them about the most recent inspection and when he'd been in touch the previous year.

I think £100 compensation for his inconvenience is fair and reasonable. I don't think British Gas need offer more. Mr F hasn't suffered any loss as a result of the poor service. He's been mildly inconvenienced. No repairs – urgent or otherwise - were in fact required after the inspection.

The terms and conditions of the policy are fairly clear. On page 28 of the policy booklet, it says:

“When your annual service is due, we’ll send you or your authorised contact an email, letter, text message or call you to arrange it...”

Mr F says he hadn’t authorised his tenants as a contact, so British Gas didn’t have permission to arrange the inspection with them.

However, I think this misses the point. British Gas aren’t suggesting the tenants are an authorised contact. They’ve pointed out that earlier in the policy booklet, some important definitions are set out.

These say when the policy refers to “you”, this means:

“...the person(s) named on your statement, plus the people who normally live in your home, including any tenants.”

It’s not unusual for this kind of policy to include this. It allows arrangements to be made more conveniently in many cases. And it provides the tenants with more control over the safety of the property they live in. I can’t see that there’s anything unfair or unreasonable in allowing tenants to arrange these services – which are already paid for.

I can also see that British Gas were very clear that tenants could make these arrangements in the most recent renewal documents they sent to Mr F. So I don’t think he could reasonably say he wasn’t made aware of this policy provision.

I take Mr F’s point that he wants to be present when these inspections take place, so he can authorise any necessary work or repairs. British Gas have said that’s down to Mr F to arrange with his tenants. And I can’t say that’s unreasonable or unfair.

British Gas say they do send tenants *and* property owners a reminder when the inspections are due. So Mr F will always receive a timely reminder to contact his tenants and make sure mutually convenient arrangements are made.

In summary, I don’t think British Gas acted outside the existing terms and conditions of the policy. And I don’t think those terms and conditions are inherently unreasonable or unfair – or that they caused Mr F to be treated unfairly in this case.

Mr F was inconvenienced because British Gas failed to tell him what was happening – twice. And they’ve compensated adequately him for that. So I’m not going to ask them to do any more in this case.

my final decision

For the reasons set out above, I don't uphold Mr F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 3 June 2019.

Neil Marshall
ombudsman