

complaint

Mr D complains that British Gas Insurance Limited failed to attend agreed appointments for a landlord's safety inspection under his HomeCare insurance policy, and that this resulted in a delay in his tenants being able to move into the property.

background

Mr D arranged three appointments with British Gas for a landlord's safety inspection to be carried out on his property (on 1, 3 and 4 September respectively), prior to tenants moving in. On each occasion, British Gas failed to attend as the appointments had not been set up correctly by its customer service adviser.

A further appointment was scheduled for 5 September, however as Mr D was away on holiday, he arranged for his neighbour to let the British Gas engineer into the property. On attempting to gain entry, the neighbour entered the alarm code incorrectly. This resulted in the alarm sounding, and so the engineer left the property without completing the inspection.

Mr D's property agent then arranged for an independent engineer to attend and complete the inspection, rather than contacting British Gas to do so. Although the tenants were due to move in on 7 September, the inspection did not take place in time for that to proceed as planned. Instead, the tenants moved in 10 days later than expected.

Mr D complained to British Gas, and then to this service. He believes British Gas should pay for the lost rent, as well as compensation, including for the number of international calls he had to make to British Gas.

British Gas offered Mr D £85 (being the cost of the independent engineer) and £165 compensation for the distress and inconvenience caused, including the cost of phone calls. I also paid Mr D £30 in recognition of the missed appointments. Our adjudicator considered that offer was fair and reasonable under the circumstances. She did not, however, consider that British Gas should pay for the loss of rent.

Mr D remained unhappy with that and requested his complaint be referred to an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

British Gas has acknowledged the booking errors by its customer service advisers in relation to the first three appointments. However, its engineer did attend on 5 September, and had this inspection been finalised, the tenants would have been able to move in as planned. I do not consider it unreasonable that the engineer did not stay at the property to conduct the inspection that day after the alarm went off. The fact that the inspection did not proceed then cannot reasonably be held to be the fault of British Gas, as it was Mr D's neighbour who was responsible for arranging entry to the property that day.

The appointment subsequently made by the property agent with the independent engineer was not arranged in time to allow the tenants to move in on 7 September. The property

agent did not contact British Gas for that next appointment, and so I do not consider it fair or reasonable to hold British Gas responsible for the further delay. That also means that I do not consider that British Gas should be responsible for the loss of rent caused by the postponement of the tenant taking possession of the property.

British Gas has offered to pay the £85 cost of the inspection by the independent engineer, together with £165 compensation for the inconvenience caused to Mr D; and has already applied £30 directly to Mr D's account as a goodwill gesture in response to the missed appointments. I consider the amount offered by British Gas to be fair and reasonable.

my final decision

For the reasons above, it is my final decision that I uphold this complaint in part. I require British Gas Insurance Limited to pay Mr D compensation of £250. I make no other award.

Helen Moya
ombudsman