

complaint

Mr R complains that British Gas Insurance Limited is responsible for poor service under a home emergency insurance policy.

background

Mr R owns a flat in the United Kingdom. He had let the flat to a tenant. Mr R lives in another part of the European Union.

He had a home care insurance policy for the flat. The insurer responsible for dealing with claims was British Gas. Where I refer to British Gas I refer to the insurance company of that name and I include engineers and others for whose actions I hold that company responsible.

British Gas sent an engineer to the flat on 6 March. Mr R complained that the engineer told the tenant there had been many call-outs and the flat needed a new boiler. Mr R further complained that British Gas didn't respond to his request for a list of call-outs – and used his absence from the UK as an excuse for not returning his phone calls.

our investigator's opinion

Our investigator recommended that the complaint should be upheld in part. She didn't think British Gas had acted unreasonably in regard to what it said to the tenant. But she thought that British Gas should've done more to contact Mr R. She thought that if British Gas had handled internal communication and contact details better, it would've been clear that Mr R could be contacted on a UK number. She recommended that British Gas should:

1. make an apology to Mr R for inconvenience and lack of customer service; and
2. pay him £100.00 compensation.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr R and to British Gas on 26 July 2019. I summarise my findings:

I found British Gas responsible for some shortcomings in the way it communicated with Mr R after he got in touch on 6 March. And I didn't doubt that these shortcomings caused him some extra distress and inconvenience at a time when he was already dealing with a boiler problem and with his tenant.

I thought British Gas had made Mr R's distress and inconvenience worse by its final response to his complaint and by its response to the investigator's opinion.

Unlike the investigator I wasn't minded to find it fair and reasonable to direct British Gas to apologise to Mr R. I thought compensation was a better way to put things right.

Overall I was minded to find £150.00 fair and reasonable compensation for distress and inconvenience.

Subject to any further information from Mr R or from British Gas, my provisional decision was that I was minded to uphold this complaint in part. I intended to direct British Gas Insurance Limited to pay Mr R £150.00 for distress and inconvenience.

Mr R hasn't responded to the provisional decision.

British Gas disagrees with the provisional decision. It says, in summary, that:

- British Gas carry out the service visits as per its terms and conditions.
- When an engineer attends the property, he will leave the paperwork and best advice with the responsible person present in the property. It was Mr R's decision who he left present. Should he want to speak with the engineer personally then it would be his responsibility to either be present in the property or ensure that he communicates directly with the responsible adult.
- The complaint was raised on 7 March 2019.
- When Mr R first logged his complaint he wasn't promised a call back within 24 hours and this wouldn't be the normal timescales.
- Mr R chased the complaint via webchat on 14 March 2019 and again on 20 March.
- The final response given on 26 March 2019.
- Any quicker response wouldn't have changed the overall outcome of the complaint: the engineer was correct to recommend a new boiler.
- Its service shortcomings (regarding call-backs and contradictory information in the final response) were very minimal. They wouldn't have changed the outcome in the case. And they wouldn't have caused a major impact on Mr R.
- The amount of compensation recommended is excessive.

my findings

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

Mr R's policy renewed in December 2018. British Gas has sent us its policy terms dated June 2018 and I'm satisfied that they are the applicable terms.

British Gas referred to its "*responsible adult clause*". From its policy terms, I think British Gas is referring to one or a combination of the following terms:

"Getting into your property

*Our engineers will only work on your **property** if there's someone 18 years old or older there at all times during the visit..."*

"Authority to carry out work

If you're not at the property when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer on your behalf."

From those terms, I'm satisfied that – if he wasn't there – Mr R had some responsibilities. He had to make sure that his tenant or another adult was there. And Mr R had to make sure his tenant or another adult was able to give instructions to the engineer on his behalf.

I find it implicit that the engineer had to give the tenant or other adult information and opinion about the central heating system so that he or she could make an informed decision and give instructions.

So I don't find British Gas at fault for the fact that its engineer gave information and opinion to Mr R's tenant in his absence.

The British Gas work history says that the boiler was installed in 2003. It lists about twenty visits between 2010 and 2019. So - in the absence of Mr R - I don't find it unreasonable that the engineer told the tenant that there had been many visits.

The work history says that since 2015 British Gas had been recommending a new boiler ("Code 5"). So - in the absence of Mr R - I don't find it unreasonable that the engineer told the tenant that the flat needed a new boiler.

Clearly the tenant promptly reported back to Mr R. And I can see why Mr R was irritated by the second-hand nature of the news – as well as by its content. Mr R was concerned that the tenant might not renew his tenancy.

But I'm satisfied that British Gas was entitled to communicate with Mr R through his tenant, even if it had a telephone number for Mr R. And – up to this point – I don't think British Gas had done anything wrong. So I don't find it fair and reasonable to direct British Gas to pay compensation for what it told the tenant.

But Mr R contacted British Gas by telephone on 6 March. He was pursuing the option of contacting British Gas to discuss the outcome of the visit. That's one of the options British Gas said it expects – according to its response to the investigator's opinion. But it hasn't repeated that in its response to the provisional decision.

In its response to the investigator's opinion, British Gas accepted that it said it would ring him back within 24 hours - but didn't. That's what Mr R said in his first webchat on 7 March. In response to the provisional decision, British Gas now says it didn't promise to ring back within 24 hours. But it has changed its position whereas Mr R has been consistent. So I find that British Gas did say it would ring him back within 24 hours - but didn't.

I accept that – after he made a complaint – the rules of the Financial Conduct Authority gave British Gas eight weeks to send a final response. But I don't think that means that it is entitled to suspend normal service in the meantime. So it should've rung him back to discuss the outcome of the visit. Also, British Gas said it would acknowledge Mr R's complaint within 48 hours.

On 13 March there was another engineer visit. And on 14 March there was another webchat. British Gas said it hadn't acknowledged Mr R's complaint within 48 hours. It said it would request a call back to Mr R from the case-handler. From its file I don't think British Gas had contacted Mr R by 20 March when he rang again.

The final response letter from British Gas was dated about 26 March – well within the eight-week deadline. It included the following:

“... it's our obligation to update our customers as to any potential issues or changes that could affect their cover and as we have been unable to contact you regarding this matter, the engineer has taken the next best approach and advised your tenants...”

I don't think that helped the situation. It suggested that British Gas had been "*unable to contact*" Mr R and dealing with the tenant was "*the next best approach*". After the investigator's opinion, British Gas told us it wouldn't usually try to contact a landlord who hadn't been present at a visit. And it told us – and I have agreed – that the British Gas policy terms entitled it to communicate with Mr R through his tenant.

So I'm minded that British Gas has changed its position on this.

Mr R hasn't told us whether the tenant renewed his tenancy in June. But I haven't found British Gas responsible for the outcome of that.

I have found British Gas responsible for some shortcomings in the way it communicated with Mr R after he got in touch on 6 March. And I don't doubt that these shortcomings caused him some extra distress and inconvenience at a time when he was already dealing with a boiler problem and with his tenant.

I think British Gas has made Mr R's distress and inconvenience worse by its final response to his complaint and by its response to the investigator's opinion.

Unlike the investigator I'm not minded to find it fair and reasonable to direct British Gas to apologise to Mr R. I think compensation is a better way to put things right.

Overall I'm minded to find £150.00 fair and reasonable compensation for distress and inconvenience.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct British Gas Insurance Limited to pay Mr R £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 September 2019.

Christopher Gilbert
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