

complaint

Mr P's complaint is about the service provided by British Gas Insurance Limited in relation to a central heating insurance policy and its refusal to continue to provide cover to Mr P.

The parties will see that I've changed the 'respondent' from British Gas Services Limited to British Gas Insurance Limited. This is because we have no jurisdiction over British Gas Services Limited for a complaint about the handling of the insurance policy; it's only an *insurance intermediary*, not an insurer.

This is an important legal technicality but it does not affect the outcome of the case and as British Gas Services Limited responded to the complaint on behalf of British Gas Insurance Limited, there's no need for it to review the matter again or issue a further final response.

background

Mr P has raised a complaint after a recent claim. He says the engineer didn't have his identification; he also moved a table number and didn't move; and left a light on. Mr P also said that engineers attending various appointments don't turn up when they are meant to. As part of his complaint, Mr P asked British Gas that it guarantee that only employed engineers, and not contractors, attend future claims; and that they attend within specific allotted time frames with their identification.

British Gas apologised for the table and light issue and offered to come back and move the table. However, it also said that it can't guarantee it would be able to only send British Gas employees and not use contractors. British Gas also says that Mr P's behaviour towards some engineers has been unreasonable and they are not willing to attend his property alone. During a recent visit the engineer had left his identification in his van, when he went back to get it Mr P became argumentative and confrontational. Given this, it doesn't consider it can meet Mr P's expectations about cover and how claims will be dealt with and his behaviour. British Gas said it is not prepared to continue to insure Mr P. Since telling Mr P this, it says he has applied online for policies which it has had to cancel, refunding any premiums he'd paid.

Mr P says British Gas is discriminating against him, due to his disabilities by refusing to accommodate his requests and refusing to insure him.

One of our investigators looked into the matter. She concluded that it was not unreasonable to ask for British Gas engineers to attend any appointment, rather than contractors, but this would mean there might sometimes be delays in attendances. The investigator also concluded that while delays may happen, engineers should have contacted Mr P to notify him if they were running late for appointments. The investigator recommended that British Gas pay Mr P £100 compensation for these issues. However, the investigator also concluded that British Gas was entitled to refuse to cover Mr P.

Mr P accepted the investigator's assessment but British Gas didn't think any compensation is warranted. The matter has therefore been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and refusal to provide future cover

Insurers are not obliged to agree to insure any one and individuals have no legal right to be insured. While we would expect an insurer to act reasonably and not refuse cover for unlawful or unfair reasons, I do not have any power to require British Gas to reinstate cover for Mr P or to make it agree to cover him in the future. I can consider if any compensation might be appropriate if I concluded that a decision to not insure were unfair or unreasonable.

Mr P has said its decision is based on his disability and he is being discriminated against. He says his mother is also disabled and British Gas has noted on her policy that it would not send contractors to any call outs to her property and so he questions why it can't do the same for him? British Gas might have been able to agree to this for Mr P's mother (I have no other information about this) but this doesn't mean it is discriminating against Mr P in this case. And its decision to refuse future cover is not just based on his demand that only British Gas employees attend any call outs.

British Gas has decided not to renew cover for Mr P based on his behaviour and his expectations about how claims should be dealt with. Overall, I am not persuaded that this is unfair or unreasonable. British Gas has provided cover for some time and dealt with a number of claims about which Mr P has made multiple complaints. I've listened to various phone calls between him and British Gas. From these and the other evidence available to me, I consider that it tried to provide the service that Mr P could reasonably expect. While I have not seen any particular evidence of aggressive behaviour, it is clear to me that British Gas was not going to be able to provide the service that Mr P wanted. Overall therefore, I do not consider that British Gas's decision not to insure Mr P was unreasonable.

In relation to the handling of Mr P's most recent claims, I agree with the investigator that some compensation is appropriate. Mr P was not kept as informed as he should have been about the times that engineers would get to his property, and there were some other service issues, and so I agree that the sum of £100 is appropriate.

my final decision

I uphold this complaint against British Gas Insurance Limited in part and require it to pay Mr P £100 compensation for the distress and inconvenience caused by its handling of his claim. (I understand British Gas has already made this payment after the investigator first recommended it, in which case it does not need to pay anything further.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 February 2020.

Harriet McCarthy
ombudsman