

complaint

Ms C says British Gas Insurance Limited is responsible for poor customer service and has recorded incorrect information on her home emergency account.

background

Ms C was having problems with her tap in 2017. She thought this would be covered by her home emergency policy so she called British Gas. It materialised that because of issues with her kitchen work surface the necessary repair couldn't be undertaken. A further visit was carried out in April 2018 to provide another opinion about her tap as well as examining an issue she'd reported with a faulty isolation valve.

Ms C has a number of concerns about the service she received. She says British Gas' records are incorrect – she disputes what works have been done. She's unhappy about being sent demands for payment of fees which it had been agreed would be waived. She also felt that some British Gas staff were rude to her. And she wanted compensation for the time and effort she'd put into dealing with her complaint.

British Gas recognised that Ms C hadn't received the service she should've done. I can see in its final response it apologised. It sent her two separate cheques for £50 because of the trouble and upset it had caused her. And it did waive the £60 excess fee which was otherwise payable under her policy.

The investigator didn't uphold this case. Ms C disagreed and so her complaint has come to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this case. I've reached broadly the same conclusions as the investigator for the same reasons. So I'm not upholding Ms C's complaint.

Ms C says the information British Gas recorded on her home emergency policy is wrong. In particular, she disputed it changed or fixed her stopcock. On the other hand, British Gas said it had been replaced.

From what I've seen I think this matter stems largely from communication issues at British Gas. For example, I can see that its adviser referred to the stopcock being *replaced* as did its final response letter to Ms C. There also seems to be confusion about works done to the isolation valve in Ms C's kitchen as opposed to the stopcock under her stairs? I don't have any photos showing me the situation before and after the works.

Where there's a difference between parties and incomplete evidence as is the case here, I have to consider what's most likely to have happened. As British Gas agreed for an engineer to revisit Ms C's property with specific instructions to review the contested works, I have placed weight on those findings. For example, the engineer who attended Ms C's property has confirmed the stopcock was *repacked* (repaired).

I can understand why Ms C wants her records to be accurate. So, like the investigator, I remind British Gas of its obligation to ensure all customer details are accurate. It's agreed to write to Ms C about the mix-up and let her know exactly what is shown on her records. Achieving a common understanding of what works have been done after each visit to her property would clearly be helpful.

Turning to the service Ms C received from British Gas. When I'm deciding how to sort out a complaint, I'll think about whether it's fair to award compensation for any trouble and upset caused. This isn't intended to fine or punish a business – which is the job of the regulator. But when something's gone wrong, a business's recognition of the impact can make a real difference.

We're all inconvenienced occasionally in our day-to-day lives, including in our dealings with other people, businesses and organisations. For me to award compensation, I need to decide that the impact of British Gas' actions in this case was greater than just a minor inconvenience.

I'm also mindful of what Ms C told us recently "... [British Gas] *has been very accommodating throughout these few months, and I believe in fairness, tolerance and working together amicably in order to come to a reasonable resolution.*"

British Gas has already acknowledged it didn't get everything right in dealing with Ms C. It's said sorry, it's waived fees and it's offered her £100 for the trouble and upset it caused her. In effect it acknowledged this wasn't just a matter of minor inconvenience. I agree. But I think it's done enough and I don't think it would be fair for me to require it to do any more.

my final decision

For the reasons I've explained, I'm not upholding Ms C's complaint.

British Gas Insurance Limited has offered to pay Ms C £100. I conclude that such an offer is fair compensation in the circumstances. So my decision is that it should pay her within 28 days of receiving Ms C's notice of her acceptance of my decision.

I understand that Ms C returned the original cheques sent to her by British Gas so these may need to be stopped and reissued, or a mutually acceptable alternative payment arrangement agreed.

British Gas will also write to Ms C confirming what works have been completed after the visits to her property and how this has been recorded.

Ms C should note that if she accepts my decision, it will be legally binding on all parties and she probably then wouldn't be able to take legal action over this matter for additional compensation.

If, however, Ms C rejects my decision, although her legal rights will remain intact, it'll be purely a matter between her and British Gas as to whether its offer remains open for acceptance. Strictly speaking, an offer is not binding on the offeror after rejection of it has been communicated.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 13 March 2019.

Kevin Williamson
ombudsman