

complaint

Mr and Mrs W complain that British Gas Insurance Limited mishandled their home care insurance policy.

background

Mr and Mrs W have British Gas cover for their home. He also owns a flat elsewhere which – through a letting agency – he lets to tenants. He complained that British Gas sent correspondence to the address of the flat.

The adjudicator didn't recommend that the complaint should be upheld. He thought that the compensation already offered was reasonable.

Mr W disagrees with the adjudicator's opinion. He says, in summary, that he'd spent thousands of pounds with letting agents to preserve his anonymity and British Gas was severely negligent.

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 accept Mr W's statement that he has paid a letting agent to manage the tenanted property, so his tenant didn't have his personal details.

From a copy on the British Gas file, I see that in April 2016 it sent a renewal letter addressed to Mr W at his tenanted property. That shouldn't have happened and I find British Gas at fault.

The letter contained Mr W's home address.

I accept Mr W's statement that the tenant opened the letter. I don't hold British Gas responsible for that action by the tenant.

Mr W complained that as compensation for the error, British Gas should install a new boiler at his home.

In its final response letter in May 2016, British Gas offered Mr W £50 compensation for the error.

From its file, I find that British Gas sent Mr W a cheque for £50 and he cashed it.

The final response letter had apologised for the incorrect address and said:

"...this will not happen again"

But I think it did happen again.

Mr W complained in October. And from the response of British Gas, I think it had written to Mrs W at the address of the tenanted flat.

That correspondence also contained Mr and Mrs W's home address.

I don't underestimate the upset this caused them.

Mr W maintained that British Gas should install a new boiler at his home and convert the system to a sealed system free of charge. But I don't think that was proportionate.

Instead – In another final response letter – British Gas offered £250 compensation and to write off the balance of £119 due for the rest of the policy year.

That's in addition to the £50 it's already paid.

And it's more than I would've ordered British Gas to pay as compensation.

Mr W brought his complaint to us in December 2016. That was more than six months after the first final response letter. But British Gas didn't object – and in effect consented – to us considering all aspects of the complaint including the April 2016 letter. British Gas told us that its offer is still open for Mr and Mrs W to accept.

I don't think it would be fair and reasonable to order British Gas to do any more than that in response to Mr W's complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs W to accept or reject my decision before 13 April 2017.

Christopher Gilbert
ombudsman