

## **complaint**

Mr M is unhappy with the service provided by British Gas Insurance Limited with regard to his landlord policy.

## **background**

Mr M has a group policy covering around eight properties that he rents out. He has complained about a number of matters relating to those policies, including the following:

- British Gas's contractors failed to attend a number of appointments and/or used the wrong contact details to confirm they were coming.
- He received letters in error saying his gas safety inspections hadn't been done when they had and then they weren't done when they were needed.
- He tried to monitor the position about gas safety certificates for his properties on line but the records weren't correct and showed that one property was missing; none were overdue when they were; and he couldn't see any of the certificates.
- Changes to cover were not made as requested.
- His tenants were left without heating on occasion.
- Almost 40 letters received from British Gas were addressed to the wrong person.
- He had to spend time providing documents to us that British Gas couldn't.

Mr M wants £500 for the time he's spent dealing with British Gas's "failing system".

British Gas says that it removed the online system after it had repeated problems with it. It confirmed that all properties had up to date gas safety certificates, apart from one and it arranged an appointment for that to be done in late November 2016.

British Gas also said that the complaint about the online account, and not receiving reminders for the landlord's safety inspections, are not within our jurisdiction because these aren't part of the provision of insurance.

It says that with regard to the part of the complaint we can look at - three broken appointments with its contractors - no jobs were raised and so it has limited information about this. But it offered a total of £90 compensation for this (ie £30 per missed appointment).

One of our adjudicators looked into the case. She recommended that British Gas pay a total of £440 compensation for the missed appointments and other problems caused to Mr M.

British Gas suggested £100 plus the £90 already offered instead as being more appropriate. It accepted that Mr M had been caused inconvenience: he'd had problems trying to confirm that cover under the policies; making amendments to the policy cover (adding or removing different elements) and because he couldn't access the online system, had to keep phoning and emailing instead. However, it thought that a total of £190 was sufficient to compensate for this.

As the complaint couldn't be resolved by the adjudicator, it's been passed to me. Since then, Mr M has also sent us some information about a recent electrical repair. This wasn't part of the complaint to us and hasn't specifically been put to British Gas yet. I can't therefore address that aspect of the complaint in this decision.

### **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 agree that the gas safety checks do not come under the insurance provision. But there were numerous other issues with the effecting and carrying out of the insurance policy.

Mr M has had a number of problems over the last couple of years in relation to these policies. There have been missed appointments – including one because the repairer couldn't park at the property – which would have been frustrating and annoying. He also had to repeatedly contact British Gas by email and phone to verify his policies, and to check the cover. I haven't gone into everything that has gone wrong. British Gas accepts most of the allegations.

There is, however, dispute about the level of compensation that would appropriately reflect the trouble caused to Mr M by these matters.

Mr M had numerous problems with these policies that had a cumulative effect. I can see from the correspondence he's provided, that his frustrations mounted as time went on and the same issues kept occurring without resolution, such as British Gas's correspondence being wrongly addressed. And while I can't make any order or direction that British Gas sort out problems with an online system, I do consider that the problems he had in being able to use it to amend his policy cover for instance, is relevant to his insurance cover.

Given all of this, I think that the £440 recommended by the adjudicator is appropriate to reflect the distress and inconvenience caused to Mr M.

### **my final decision**

I uphold this complaint and require British Gas Insurance Limited to pay Mr M the sum of £440 compensation for the distress and inconvenience caused to him by its handling of his claim. (It can deduct from this any amount already paid as compensation.)

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 June 2017.

Harriet McCarthy  
**ombudsman**