

## **The complaint**

Mr R complains about the poor level of customer service he received from British Gas Insurance Limited (BG), under his home emergency policy.

## **What happened**

Mr R had a home emergency policy from BG which provided an annual service, as well as covered for boiler issues. Mr R booked for the annual service. On the day of the booking the BG engineers didn't attend but BG had sent a text message notifying Mr R that an alternative date had been rescheduled. Mr R at the time hadn't turned on his mobile phone, so hadn't read the text. He did, however, write to BG asking for an explanation.

Shortly after the letter was received BG spoke to Mr R. Mr R confirmed that he had received the text message and said that it had been difficult for him to find contact details for BG. The adviser provided him with the contact details.

The BG engineer attended and completed the boiler service. Mr R told the engineer that he wasn't aware that he would be attending. The engineer told Mr R that he would've been sent a text message, to which Mr R turned on his mobile phone and found two text messages. One relating to the previous appointment and the second informing him that an engineer would be attending.

Mr R wasn't happy and wrote to BG to complain. He said that he expected better communication from BG as he hadn't received the text messages on time. He mentioned that he only turned on his phone in emergencies and preferred that BG contact him on his landline phone. He wanted a refund of his policy premiums.

BG responded to Mr R but only with a generic letter. Following this, Mr R wrote to BG to cancel his policy. Again, Mr R received a generic letter from BG who hadn't actioned his request. In addition, Mr R said that the letter had been addressed to his late wife and not him, the author of the letter. So, he referred a complaint to our service. BG didn't write a final response but did give our service permission to investigate Mr R's complaint.

One of our investigators considered the complaint and thought that it should be upheld. She said that there had been a series of minor but avoidable mistakes made by BG and those collective errors would've caused Mr R inconvenience and frustration. She felt that it was fair that BG recognise this and pay compensation for the distress and inconvenience caused of £150.

Mr R accepted the view. BG did not. It said that the £150 compensation was too excessive. It accepted that it did contact Mr R and that the second letter could've been responded to better. But a fairer amount of compensation that it ultimately offered was £75 for the errors. It also confirmed that it would refund the premiums (plus 8% interest) and backdate them to the date when Mr R first told them, that he wanted to cancel the policy. So, it asked for a decision from an ombudsman.

## **What I've decided – and why**

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

I considered the complaint and I thought the complaint should be upheld. I issued a provisional decision on 4 January 2022 and asked both parties to send me anything else by 1 February 2022. In my provisional decision I said:

*I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint. Having done so, I intend to uphold this complaint, but my reasons and decision differ from those of our investigator, which I expect Mr R will be disappointed with, but I will explain why I think this is fair.*

*BG has agreed that Mr R's premiums (plus interest) should be backdated to the date when he informed them, that he wanted to cancel the policy and I think this is reasonable. The issue here is the level of compensation for the errors.*

*BG accepts that the communication with Mr B should've been much better, especially as the letters didn't address the points Mr R raised (such as not cancelling his policy when he had requested it to be cancelled) and were generic in the response. Additionally, BG addressed a letter to Mr R's late wife, despite Mr R being the author of the letter that BG had been responding to. So, I'm satisfied that there were mistakes made and those errors were avoidable.*

*However, Mr R accepts that he hadn't told BG about the death of this wife and that he had held the policy for several years. The evidence shows that initially the policy was in the name of both Mr and Mrs R. But BG ought to have been more careful in its response to ensure that it was responding to the correct person it had been communicating with.*

*BG has provided evidence that shows that Mr R had indicated that an acceptable method of contact was via text messages. And although I accept that Mr R read the text messages late, I don't think it's fair that BG can be held responsible for Mr R not turning on his phone. So, I must take all these points into consideration.*

*I've no doubt that Mr R was frustrated by the poor response he received and was distressed by BG addressing a letter to his late wife. I've carefully considered the impact of BG's mistakes had on Mr R and the fairest way to put this right, taking his individual circumstances into account. Having considered the circumstances of this complaint carefully, I intend to ask BG to pay Mr R £100 compensation for the upset and inconvenience caused. I'm satisfied this reflects the short-lived impact of BG's errors.*

*I intend to direct British Gas Insurance Limited to put things right, as I set out below.*

Responses to my provisional decision

Neither party has added any further comments to my provisional decision. As such, my final decision is the same as my provisional decision.

## **Putting things right**

I direct British Gas Insurance Limited to put things right as indicated below.

**My final decision**

For the reasons I've given, I uphold Mr R's complaint.

Cancel Mr R's policy in line with the terms and conditions that apply.

Backdate the pro rata refund from the date Mr R said he wished to cancel. Add 8% simple interest to the refund from that date until the refund is paid.

To put matters right, British Gas Insurance Limited to pay compensation of £100.

British Gas Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr R accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment, at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 February 2022.

Ayisha Savage  
**Ombudsman**