

The complaint

Mr W complains that British Gas Services Limited (BG) continued to incorrectly send correspondence relating to his HomeCare policy to his ex-wife's address, despite him telling them the correct address to use. He said this has caused him considerable stress and has made his medical situation worse.

What happened

Mr W paid for a BG HomeCare policy on a property he rented out. In August 2020, he complained to BG about the service they'd provided under that policy. And that BG had sent his data to his tenant and his ex-wife. BG upheld that complaint.

BG's notes stated that they had amended the correspondence address they used for Mr W on 3 November 2020. They offered Mr W £100 compensation for the distress and inconvenience they'd caused him. And £50 interest on the refund amount they paid him. A cheque was raised for £150.

In August 2021 Mr W complained to BG. He said his ex-wife had just passed on to him the £150 cheque they'd sent the previous November. He said this had caused additional problems between him and his ex-wife, as it had caused her to think that he still had mail sent to him at her address. Mr W said that his correspondence details should've been updated in August 2020 after his previous cause for complaint. He also brought his complaint to this service.

BG apologised and said they'd reissue the £150 cheque and send it to the correct address. They also offered Mr W £30 compensation for the distress and inconvenience the mistake had caused. Mr W didn't think this was enough. BG increased the compensation they'd offered from £30 to £50.

Mr W complained to BG again in September 2021. He didn't think they'd resolved his problems. He said that although they'd sent the replacement cheque for £150 to the correct address, they'd sent the compensation cheque for £50 to his ex-wife's address. This had caused further issues between him and his ex-wife. And Mr W felt that BG must've made the mistake on purpose. He didn't feel BG had learnt from their previous mistakes. And didn't think they wanted to get things right.

BG apologised again to Mr W in their final response letter. They upheld the complaint. And offered an additional £30 for the distress and inconvenience they'd caused.

Mr W complained again to this service in October 2021. He said that the £30 cheque BG had sent to apologise for their error had been sent to his ex-wife's address. He said that this continuing problem was causing his medical issues and his anxiety to get much worse. He continued to believe that BG were making this same error on purpose. And felt that their compensation should be more than £30 for their errors. He wanted BG to stop sending his letters to his ex-wife.

Our investigator felt that Mr W's complaint should be upheld. He didn't think the

compensation offered for the latest error was reasonable. He felt that the delicate situation Mr W was in with his ex-wife had meant that BG's mistakes had led to considerably more trouble and upset than usual. And considered that BG should pay Mr W an additional £250 for the trouble and upset they'd caused him.

BG didn't agree with our investigator. They felt they'd already offered Mr W £230 in total compensation for the errors they'd made. And couldn't agree that an additional £250 was warranted under the circumstances. They offered to pay Mr W £100 as a gesture of goodwill to say sorry for the delay in receiving the agreed cheques and for any upset caused.

Mr W didn't accept the new offer. He said he felt that even £250 wasn't enough as he said he needed to get a solicitor involved to sort out the issues with his ex-wife. He said he would need BG to pay his legal costs to sort out his ex-wife and the divorce court order.

As agreement couldn't be reached, this complaint has come to me for a final review.

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.

Having done so, I'm going to uphold it. I'll explain why.

I consider it's reasonable for a consumer to expect a business to quickly update the correspondence address they are using if the consumer informs them that the address the business has used is incorrect. I wouldn't expect a consumer to have to tell a business that they were continuing to use an incorrect address.

Mr W's correspondence address should have been fully corrected when he first raised his complaint with BG in August 2020.

But in their final response letter to Mr W's September 2021 complaint, BG said that they'd identified that a system issue had caused the issues. And that they'd corrected this. They said: *"The system usually takes 2-24 hours to update, and when the last cheque was processed this was sent ahead of the update taking place"*.

As our investigator noted, BG's own notes over the course of the complaints said:

3 November 2020 – *"I have amended the correspondence address to [Mr W's correct address], as it was showing the address of [incorrect address], which customer has confirmed he hasn't lived in for years"*.

9 November 2020 – *"£150 sent as goodwill following full refund, customer's issue re payments now resolved and refunded"*

These can't be both correct, and consistent with BG's response to Mr W after his September 2021 complaint. We know that the address wasn't properly corrected on 3 November 2020, as the first cheque for £150 was sent to the wrong address. And we know that it wasn't properly corrected after the September 2021 complaint, because further cheques went to the wrong address.

From what I've seen, BG didn't correctly update the correspondence address for Mr W when he first asked them to. They continued to use an incorrect address, even after Mr W had explained to them the serious problems their error was causing him. The address had not been properly updated more than a year later, as the £50 cheque BG issued in relation to Mr

W's September 2021 complaint was sent to the wrong address. And then the £30 cheque BG sent to apologise also got sent to the wrong address. I completely understand why Mr W felt that BG were making the same error on purpose.

I acknowledge that BG have accepted that they made mistakes. They offered £150 (£100 distress and inconvenience and £50 interest on the refunded amount) first. Then £50, then £30. But I agree with our investigator that the compensation offered to date doesn't reflect the length of time that this has caused problems for Mr W. Or the extent of those problems. I say this because from what I've seen, due to the difficult relationship Mr W has with his ex-wife, the mistakes have caused him significant distress. For these reasons, I agree with our investigator that the mistakes led to considerably more trouble and upset than we would usually see for errors of this type.

I also acknowledge that Mr W has said that BG's mistakes have or will directly lead to legal costs. I've not seen any information or evidence in relation to this. So it wouldn't be fair or reasonable for me make a decision on this point. But Mr W is free to make a new complaint on this point if he wishes.

Overall, I agree with our investigator that BG should pay Mr W an additional £250 for the trouble and upset their mistakes have caused him.

Putting things right

British Gas Services Limited must pay Mr W an additional £250 for the distress and inconvenience they've caused him.

My final decision

For the reasons above, I uphold this complaint. I require British Gas Services Limited to pay Mr W an additional £250 for the distress and inconvenience they've caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 4 March 2022.

Jo Occleshaw
Ombudsman