

## **The complaint**

Ms R complains about a home emergency policy (boiler cover) that she says British Gas Services Limited set up without her consent.

Any reference to British Gas includes the actions of its agents.

## **What happened**

The background to this complaint is well known to Ms R and British Gas. I won't repeat in detail what is already known to both parties. In my decision I'll mainly focus on giving the reasons for reaching the outcome I have.

In December 2021 British Gas offered free boiler cover to Ms R. They've said that some issues were identified during the migration of data on their systems and, as a customer service gesture of good will, they offered Ms R (and other customers) free boiler cover for 12 months.

Ms R has said she was unaware a policy had been set up in her name until 22 December 2021. She was unhappy and asked British Gas to cancel the policy. Ms R felt she'd been mis-sold the policy as it had been added without her consent.

She complained to British Gas who offered her £30 for any inconvenience caused. Ms R referred her complaint to our Service for an independent review, but our investigator didn't recommend that British Gas needed to do anything further. As Ms R didn't accept the investigator's recommendations, the complaint has been referred to me for a decision.

## **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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. However, I've given careful consideration to all of the submissions made before arriving at my decision.

A large part of this complaint is about how the boiler cover came to be set up in Ms R's name. I'm satisfied by the explanation that this cover was offered to some customers (including Ms R) in good faith - as a good will gesture. But any issues relating to data protection, or how Ms R's data was processed would be best dealt with by the relevant regulator - the Information Commissioner's Office - rather than our service. That said, our Service can still consider whether Ms R has lost out overall as a result of the actions of British Gas. I will return to this point later in my decision

British Gas have shown us a copy of the core contents of (what they've told us) was an email sent to Ms R on 14 December 2021 offering the cover. This document doesn't have a header with details such as the time the email was sent and to which address. Ms R

disputes receiving it and our investigator has also shared it with Ms R. It outlined that this cover was free for 12 months, some information about the policy – including that it wouldn't auto renew and what Ms R should do to opt out of the policy.

As is often the case with emails, messages can end up in 'junk' or 'spam' folders and be missed by the recipient. But even in a scenario where Ms R didn't receive this email, I haven't seen sufficient evidence to conclude that this policy was 'mis-sold' - as alleged by Ms R.

The policy was offered free of charge for 12 months with no auto-renewal – so I don't conclude there was any financial loss for Ms R – even if I were to have concluded that it was added without her consent.

When Ms R contacted British Gas (after receiving a letter on 22 December 2022) they promptly cancelled the policy and offered Ms R £30 for any inconvenience caused.

I'm satisfied that British Gas treated Ms R fairly and reasonably. As the £30 offer was made prior to our Service's involvement and is in Ms R's favour, it's not something I'd seek to interfere with, but I won't be directing British Gas to increase their offer.

### *Summary*

As outlined previously, any issues surrounding the handling of Ms R's personal data would be best dealt with by the Information Commissioner's Office.

What I have considered has been the impact of the actions they've taken on Ms R. Overall in the specific circumstances of this case, I've seen no supporting evidence that the actions of British Gas in offering a policy free for 12 months to Ms R has caused her to lose out or that they need to do anything further to put things right.

I acknowledge that my decision will likely disappoint Ms R, but it brings to an end what our Service in trying to informally resolve her dispute with British Gas – can do for her.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 8 August 2022.

Daniel O'Shea  
**Ombudsman**