

The complaint

Miss H has complained about the way British Gas Services Limited (BGSL) dealt with things when she informed it that her father had passed away.

What happened

Miss H says that in December 2019 she contacted BGSL to tell it her father had passed away. Miss H's father held a homecare policy which BGSL administered.

Miss H says after discussing the policy with BGSL, she was given the option to cancel it or continue cover in her name. Miss H called back and agreed for the policy to continue in her name. However, she continued to receive correspondence about the policy addressed to her late father.

In February 2020 Miss H complained to BGSL. She was unhappy with the conflicting information she'd received from BGSL about the account, the payments and receiving correspondence about the account in her late father's name. Miss H was also unhappy with the premium she was quoted for a new policy compared to the premium her late father was paying.

In March 2020 BGSL upheld Miss H's complaint in part. It accepted that it had provided a poor service and hadn't changed the account owner from her late father to Miss H. It said it would do this. It said the premium Miss H's late father had been charged was fair and so it didn't uphold this complaint.

For the poor service it provided, BGSL paid Miss H £150 compensation.

Miss H remained unhappy and asked us to look at her complaint. She had no confidence in the policy being of benefit to her as she still wasn't sure if it was in her name. Miss H was also very unhappy with the way her complaint had been handled by BGSL.

Our Investigator thought BGSL had done enough to resolve the complaint. So she didn't recommend BGSL pay any more. She could see from a screenshot provided by BGSL that it had changed the account owner to Miss H. Although BGSL couldn't confirm when this happened, the Investigator thought it reasonable to assume this was around March 2020.

As Miss H confirmed she'd been able to arrange for the boiler to be serviced under the account, the Investigator thought this showed Miss H has the benefit of the policy and it was unlikely there would be any issues in the event of a claim.

The Investigator thought BGSL hadn't properly addressed the premium pricing complaint Miss H had raised. But she explained that with pricing, insurers give discounts to new customers and often without the knowledge of the property history. So she didn't think a direct comparison could be drawn between the price Miss H's late father paid for cover against a new quote.

The Investigator explained that this service cannot look at the way Miss H's complaint was dealt with as this isn't a regulated activity. So a complaint about complaints handling isn't something within our jurisdiction.

Miss H didn't agree with the Investigator's view. In summary she says:

- She didn't accept the £150 compensation for the policy not being valid, or for the distress and inconvenience caused by the time taken trying to sort matters out with BGSL. She says she accepted this in recognition of the upset BGSL caused by continuing to send correspondence about the account in her late father's name.
- BGSL didn't provide her with any evidence such as a screenshot to show it changed the contract owner to her. And she received a letter addressed to her late father in April 2020, so after BGSL replied to her complaint in March 2020.
- Miss H arranged the boiler service online in her late father's name. In other words, the servicing of the boiler doesn't show there wouldn't have been an issue in the event of a claim if Miss H had tried to claim.
- Miss H doesn't understand why BGSL is unable to explain why it failed to update the contract owner as it should have been straight forward.

So as Miss H doesn't agree, she wants an ombudsman to decide. The Investigator has provided Miss H with a copy of the screenshot from BGSL's records showing her as the contract owner and executor for the policy.

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.

A separate complaint has been set up by this service about the renewal premium Miss H's late father was paying and about how BGSL communicated discounts and how to pay. So these complaints do not form part of my decision.

As the Investigator explained, BGSL didn't directly address Miss H's complaint in its final response about being quoted a cheaper online price as a new customer for an account in her name compared to the premium her late father was paying.

BGSL told us that at the time it offered discounts to new customers and so the price Miss H might have paid as a new customer for the first year of cover might be less. However, it also says that the price Miss H received wouldn't have been the price she ultimately would have paid as it was aware of the history of the property.

Miss H says she didn't receive an online quote – but was quoted a new business price online. In any event she says it's ridiculous that BGSL says their own online quote cannot be relied on as valid.

In BGSL's response to this service dated 15 February 2022, it explained that the new business price model with any discounts would only apply for the first year.

In Miss H's timeline she says that on 20 December 2019 she discussed changing the account and said she didn't want to set up a new one due to the length of time left before renewal. Miss H discussed the difference in premium between a contract in her name and transferring the existing contract into her name. Miss H said she told BGSL she would consider the options and came back to it.

Miss H says that on 20 December 2019 she called back and was given the option to reinstate the account that was held in her late father's name. Miss H agreed to do this.

While I think BGSL could have better explained how it provides its prices for new and existing customers, I've looked at what happened rather than what might have happened and whether Miss H would have made a different decision. In this case, although Miss H had the option to set up a new account at a lower premium, she decided not to because of the length of time left on the existing contract. So I think even if BGSL had properly addressed

Miss H's enquiries about the reasons behind the difference in price between new and existing customers, I don't think the outcome would have been different. I think Miss H would have still decided to continue with the existing contract due to the length of time left on it.

Informing businesses of a relative's death is understandably not an easy thing to do. So when things go wrong at what is already a difficult time, the impact on the customer can be significant.

It's not for us to investigate why a business' systems might have failed. But when things go wrong, we look at what the individual impact was and what a business did to put things right.

I've no doubt that having to make the number of additional calls and enquiries with BGSL between December 2019 and March 2020 took time away from Miss H when – as she explained – she was dealing with several other companies and the administration of her late father's estate. BGSL failed to ensure Miss H didn't continue to receive correspondence addressed to her late father. Given the circumstances I think this was very poor service on the part of BGSL.

In response to Miss H's complaint, BGSL said that in recognition of the delay and inconvenience caused in failing to change the contract owner to Miss H, it paid £150 compensation. It accepted that it had failed to update its records. So I'm satisfied that BGSL took into account the time Miss H spent and the inconvenience this caused when replying to her complaint and considering a fair compensation award.

In terms of the benefit of the policy and the fact Miss H arranged a boiler service online through her late father's account, I've seen no evidence to suggest if Miss H had made a claim, that any issues around contract ownership would have prevented a claim from succeeding. And as I've explained, I can only consider what happened - not what might have happened - when deciding if any compensation a business has paid is fair. So I'm satisfied that Miss H received the benefit of the policy she paid for. BGSL has provided a screenshot of its records which show that the contract owner is Miss H. I appreciate that Miss H hadn't received a copy of the same screenshot from BGSL.

Having reviewed the information provided by BGSL, I'm satisfied that its records show Miss H as the contract owner.

So – taking everything into account - I think the compensation sum of £150 BGSL paid is within the range of reasonable for the distress and inconvenience its poor service caused Miss H.

We cannot investigate all complaints. The Financial Conduct Authority sets out what complaints we can consider which include regulated activities. Complaints handling isn't a regulated activity and so this service isn't able to consider Miss H's complaint about the way BGSL dealt with her complaint. More information about the complaints we can look at are set out under the Dispute Resolution section of the rules set by the FCA in their handbook.

I understand Miss H will be disappointed with my decision. And I appreciate that BGSL did cause unnecessary distress and inconvenience in its handling of the homecare contract ownership and its poor communication. But I think BGSL has done enough to resolve Miss H's complaint. This means I'm not asking BGSL to do any more.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 19 August 2022.

Geraldine Newbold
Ombudsman