

The complaint

Miss W complains about the service she received from British Gas Services Limited (BGSL) after she received renewal correspondence in relation to her HomeCare policy.

What happened

Miss W held a HomeCare policy with BGSL, which she'd held for some time. The policy provided cover for the boiler, controls and central heating within Miss W's property and included an annual service.

Miss W's policy was due to renew on 7 March 2024 so BGSL sent her a renewal invitation with confirmation of the cost of 12 months cover in February 2024.

Miss W was unhappy with the cost of renewing her policy because she said she'd experienced poor service during the previous year. Before renewing her policy with BGSL she stated that she wanted to discuss the renewal invitation with a member of staff.

Miss W had been provided with the contact information of a member of staff who'd handled and resolved a complaint for her in September 2023. This complaint related to an engineer appointment being missed, poor communication and a data breach. So, on 12 February 2024, Miss W contacted this complaint handler directly by email to ask them to contact her regarding the renewal quote she'd received.

Miss W said she received an out of office response to her email advising that her complaint handler was absent from the office due to illness. However, she stated that the out of office response didn't provide any information about who she could contact in their absence and it didn't indicate when they'd be returning to the office.

Miss W said she followed up her email with further emails to the same member of staff on 23, 26, 27 and 28 February 2024. But she stated she didn't receive any further out of office responses or contact from any staff member at BGSL pursuant to her emails.

As the renewal date was approaching, Miss W contacted BGSL by telephone on 29 February 2024. She spoke with a staff member who informed her that her complaint handler was still absent from work having been unexpectedly taken ill. Miss W was advised that BGSL was unaware of her emails to her complaint handler as their emails hadn't been monitored or diverted in their absence.

Miss W was unhappy with the service she'd experienced after receiving her renewal correspondence and complained about what had happened. She said she'd contacted her complaint handler as they'd agreed to be her main contact in light of previous poor service. She thought BGSL should have seen the emails she'd sent her complaint handler given their absence. And she said BGSL should have contacted her to discuss her renewal invitation and the emails she'd sent without her chasing it.

BGSL investigated Miss W's complaint but didn't uphold it. It issued its final response on 12 March 2024 in which it explained that emails to Miss W's complaint handler hadn't been

monitored. And it said it wasn't business process or policy to provide details of an alternative staff member to contact in an out of office response. BGSL reminded Miss W that customers are able to contact it via telephone, webchat, WhatsApp or social media as alternative communication methods.

While BGSL didn't uphold Miss W's complaint, it paid her £50 as a goodwill gesture to reflect the trouble and upset she'd have experienced as a result of not receiving a response to her emails of February 2024.

Being dissatisfied with BGSL's response to her complaint, Miss W referred it to our service. She asked us to consider a complaint about the service she'd received from BGSL after receiving her renewal invitation in February 2024. And she also complained about a data breach, which took place in July 2023 when emails relating to her account were sent to an incorrect email address, missed engineer appointments, poor communication and the way in which the final response letter was written.

Our investigator looked into what had happened and empathised with Miss W. But they informed her that our service was unable to investigate the merits of all complaints save for the complaint about the service received from February 2024 onwards as all other matters fell outside our jurisdiction.

Having assessed Miss W's complaint about the service she received from February 2024 onwards, our investigator informed her and BGSL that they weren't recommending that the complaint should be upheld. They weren't persuaded that BGSL had made an error and thought its decision to pay Miss W £50 was fair and reasonable in the overall circumstances. They didn't think BGSL needed to take any further action to resolve this complaint. But Miss W disagreed and asked an ombudsman to review her complaint.

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'm sorry to hear about the difficulties Miss W experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our service. However, while I sympathise with Miss W, the issue that I must determine is whether BGSL made a mistake, or treated her unfairly, such that it needs to now put things right. Having thought carefully about everything Miss W and BGSL have said, I've reached the same conclusions as those of our investigator. I'll explain why

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Miss W and BGSL, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

Our investigator informed Miss W that her complaint about a data breach, which took place in July 2023 when emails relating to her account were sent to an incorrect email address, falls outside our jurisdiction. This is because Miss W referred her complaint about that issue

to our service on 14 May 2024. She had already complained about this matter to BGSL and it issued its final response to that complaint on 22 September 2023.

As our investigator explained to Miss W, her complaint to our service about a data breach is time-barred because it wasn't referred within 6 months of BGSL's final response letter. So, we're unable to investigate the merits of that complaint. I can also see that our investigator also informed Miss W that her complaint about missed engineer appointments and poor communication about such matters is time barred for similar reasons.

Miss W complained about the way in which the final response letter, which was sent to her on 12 March 2024 about the service she experienced after receiving her renewal invitation, was written. She told our investigator that this letter was factually inaccurate, *"littered with mistakes"* and grammatically very poor. Our investigator correctly informed Miss W explaining that complaint handling isn't a regulated activity under the legislation that governs our service. So, our service can't look at the way in which a final response letter has been written or the handling of a complaint.

As I understand, Miss W has now accepted our investigator's view on jurisdiction and is aware that this final decision will only address what we are able to investigate, which is the service she experienced after the renewal invitation was received in February 2024.

Here, Miss W's policy with BGSL was due to renew on 7 March 2024. I'm satisfied BGSL sent a renewal invitation to Miss W in a timely manner. I say this because she emailed BGSL about her renewal quote on 12 February 2024 in order to discuss concerns about the policy premium. At this stage there was still over three weeks before the policy was due to expire.

Miss W has told BGSL and our service that she emailed the complaint handler on 12 February 2024 because they'd assured her, when dealing with a complaint the previous year, that they were her designated point of contact. She's pointed to the final response letter, dated 22 September 2023 which I've referred to already, as confirmation of this.

I've carefully considered the correspondence that Miss W relies on here and I don't agree that she was offered a sole point of contact at BGSL. I say this because the complaint handler has written as follows:

"As discussed, I am happy for you to contact me regarding appointments moving forward until we can be confident the issues with timekeeping and reschedules are resolved given your past experience."

I think it's reasonable to find that Miss W's complaint handler would be a designated contact for appointments only. I'm not persuaded this finding could extend to discussions about the policy or its renewal as that isn't what the final response letter says. Indeed there's no evidence that the complaint handler would be able to discuss issues pertaining to renewal.

I can understand why Miss W would have wanted to contact her complaint handler – particularly if they'd been able to assist her previously. But BGSL isn't able to make a staff member a sole point of contact for a customer because this isn't feasible. If it were to do so, this could leave BGSL potentially vulnerable to complaints in the event of a staff member being unavailable or out of the office on a long-term basis as happened here. So, I'm satisfied overall that BGSL's comments that it doesn't offer a personal service, or personalised approach to its policies, are reasonable.

I recognise that Miss W may have needed a time sensitive response to the emails she sent her complaint handler in February 2024. And I acknowledge her frustration about not receiving either a response, any information about who to contact in the absence of her

complaint handler or an indication of when they may return. However, it isn't unreasonable for a business to be unable to say when an employee, who is unexpectedly unwell and absent due to sickness, is likely to return to work.

BGSL has explained that it's not its part of its business policy or process to provide contact details for an alternative staff member within out of office responses. It's also stated that it's unable to access individual email accounts and therefore wouldn't seek to access a staff member's email account in the event of their absence from the office due to sickness. This explains why it didn't respond to Miss W's email and was unaware of them.

While Miss W may disagree with BGSL's position on out of office responses and access to staff member accounts, these are commercial decisions it's entitled to make. And because we're not the regulator of firms like BGSL, we don't have the power to tell it to change the way in which it deals with administrative matters, such as out of office responses or accessing staff email accounts, and we can't comment on whether its methods are right.

I recognise that there were alternative methods by which Miss W could have contacted BGSL to discuss her concerns about renewing her HomeCare policy – particularly in the context of having received an out of office response to an email advising of staff absence due to ill health. I'm satisfied that, against that background, Miss W could have reached out to BGSL via telephone, webchat, WhatsApp or social media as an alternative communication method as outlined within the final response letter. It would've been reasonable for Miss W to contact BGSL using one of these methods to discuss her renewal invitation when she was unable to reach her complaint handler. And I can't hold BGSL responsible for Miss W's failure to utilise other methods of contact prior to the telephone call she made on 29 February 2024.

In its final response letter, BGSL explained that it had sent Miss W a cheque in the sum of £50 as a gesture of goodwill to recognise the trouble and upset caused by not receiving a response to her email of 12 February 2024 and subsequent emails of that month. While this isn't a step I'd have directed BGSL to take to resolve this complaint, I'm satisfied the amount of compensation already paid to Miss W is fair and reasonable. It's in line with awards made by this service in comparable circumstances and I haven't seen enough to persuade me that additional compensation is warranted here. So, I won't be directing BGSL to take any further action to resolve this complaint.

I know Miss W will be disappointed with this decision but I'm not upholding this complaint for the reasons outlined. This now brings to an end what we, in trying to resolve Miss W's dispute with BGSL, can do for her. I'm sorry we can't help Miss W any further with this

My final decision

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 W to accept or reject my decision before 2 April 2025.

Julie Mitchell
Ombudsman