

complaint

Mr B's complaint arises from a central heating insurance policy he has with British Gas Insurance Limited.

background

The policy Mr B has with British Gas includes and an annual service of his boiler. When Mr B went online to book the annual service, he says the appointment confirmation webpage showed the following words: "*Booked for Central Heating - £60 Excess*".

Mr B says this suggested he'd have to pay £60 for the annual service to be done, which was meant to be included in his policy. Mr B therefore tried to contact British Gas to confirm the situation. There was only one telephone number available and no other means of contact and Mr B had to wait on hold for some time. It was eventually confirmed that he would not have to pay for the service.

British Gas says the wording on the website simply reflects that the policy Mr B has carries a £60 excess for any claims for boiler breakdown. British Gas apologised for the time Mr B had to wait on the phone and offered £20.00 for this inconvenience. It also said it has recorded Mr B's feedback about the content of the webpage in question being misleading.

Mr B doesn't accept British Gas's response to his complaint. Mr B says that the complaint – handler was dismissive and rude; failed to investigate the issue properly; and failed to respond to his request about whether he needed to return the £20 cheque which he was rejecting. British Gas should apologise for his poor handling of his complaint; rectify the misleading information on the webpage; and pay him more compensation.

One of our investigators looked into the matter. She did not recommend that it be upheld. She thought the issue had been resolved and clarified reasonably quickly and British Gas's offer of compensation is fair.

Mr B doesn't accept the investigator's assessment, so the matter has been passed to me. He says, we should have the power to "*provide a sanction where a regulated provider of financial products has already placed misleading and untrue information about those products on its website, and has refused to remove that information, as has clearly been the case here.*"

my findings

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

Mr B says we should be able to sanction British Gas for not changing the information that appears on its website, when customers try and arrange an annual service online. I can't do this.

My remit is to consider individual complaints about regulated activities. We do not regulate financial businesses and so I have no power to fine or punish a business for anything they have done wrong. I can, however, make awards to compensate individual complainants for any financial loss, or material distress and inconvenience caused to them directly by any breach of contract or other wrongdoing by a financial business such as British Gas. And we

do publish our decisions and so we hope businesses learn from them to try and avoid future complaints.

Mr B felt he needed to contact British Gas for confirmation that the £60 excess didn't apply to the boiler service, he was left on hold for some time, so some inconvenience was caused to him by this. However, he says in his complaint form that he knew there was no charge for the annual service. He had a long wait on the phone to discuss this but the issue was resolved relatively quickly. Mr B might not have been happy with British Gas's response about the website wording but this is not something I can make any finding or award about, as this in itself has not caused any material difference to Mr B's position. He had received the answer he needed in order to go ahead with his annual service, knowing he would not be charged for it; and we do not normally award compensation for the time and effort involved in bringing and dealing with a complaint. Overall therefore, I consider the £20 already offered is reasonable compensation for the inconvenience caused to Mr B. I do not agree that British Gas should be required to pay any more.

my final decision

I don't uphold this complaint against British Gas Insurance Limited, as I consider it has already made a fair and reasonable offer of compensation in full and final settlement of the complaint. If Mr B would now like to accept that offer, he should confirm his acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 March 2020.

Harriet McCarthy
ombudsman