

complaint

Mrs C complains that British Gas Insurance Limited made a number of errors in its handling of her commercial property insurance policy.

background

British Gas sent several letters to Mrs C's tenanted property instead of sending them to her home address.

British Gas also told Mrs C it was cancelling an invoice for £50 and it sent her a letter on 31 March confirming this. But it then sent her invoices for this amount to her home address on 1, 15 and 25 April and 9 May.

British Gas offered to pay Mrs C £30 as gesture of goodwill.

Our adjudicator concluded British Gas should also pay Mrs C an additional £170 for her trouble and inconvenience.

British Gas disagreed with the adjudicator's conclusions, so the matter has been passed to me to make a final decision.

my findings

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

I've decided to uphold Mrs C's complaint and I will explain why.

The letters sent to Mrs C's tenanted property were addressed to Mrs C, but they were opened by her elderly tenant. British Gas says:

'Mrs C's tenant should not have opened Mrs C's mail, as the letter was clearly addressed to Mrs C, not the tenant. It is reasonable to expect that Mrs C would have understood the situation and explained to the tenant the letters were intended for her, not them.'

Mrs C says:

'I rang British Gas 4 times between the 16th March and the 21st March and each time asked them to ensure that my tenant received no further invoices as this lovely old lady was very upset and I was upset for her. For them to then send out a further letter to my tenant on the 25th is beyond my comprehension. Do they not realise that the elderly are very scared of any type of threatening letter and she kept asking me did she have to pay this and would anybody come to the property.'

British Gas shouldn't have sent letters to Mrs C's tenanted property instead of to her home address. I'm satisfied Mrs C was caused trouble and inconvenience in dealing with this error and its consequences.

Having told Mrs C it was cancelling an invoice for £50, British Gas shouldn't have sent her four more invoices for this amount. I think this caused further trouble and inconvenience to Mrs C.

For these reasons I uphold Mrs C's complaint. British Gas should pay Mrs C a further £170 for her trouble and inconvenience in addition to the £30 it has already offered her.

my final decision

For the reasons set out above, I uphold Mrs C's complaint against British Gas Insurance Limited. It must pay Mrs C a further £170 for her trouble and inconvenience in addition to the £30 it has already offered her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 30 October 2015.

Robert Collinson
ombudsman