

complaint

Mrs C complains about how British Gas Insurance Limited (BG) dealt with her homecare insurance policy. My references to BG include its agents.

background

On 22 March 2017 Mrs C contacted BG as she'd received a policy document showing her homecare policy was under a name not known at her address. It also showed she'd been paying for gas fire appliance cover when she doesn't have a gas fire. She also told BG it hadn't done her annual service since March 2013.

BG said it changed systems in 2013/2014 and Mrs C details weren't transferred correctly which is why it hadn't sent her annual service reminders. Mrs C complained to BG and asked for all the policy premiums she'd paid since 2013 to be refunded. BG offered a total of £999.57 made up of:

- £481.09 for reimbursement of the gas appliance cover (removed from the policy)
- 8% interest on £481.09, which is £38.48
- £380 for Miss C not receiving a service between 2014 to 2017
- £100 compensation for her distress and inconvenience.

Mrs C complained. She said BG's offer isn't enough to cover the amount she'd paid since 2013 and BG breached her data protection by sending her information to the wrong address.

BG said although some of the policy details had been wrong the property covered by the policy was Mrs C's correct address. It wouldn't refund all the premiums Mrs C paid for the policy as she'd still been covered for her central heating, plumbing and drains, home electrics and gas hob. It would have attended if she'd told it she had a problem with those matters and its engineer had attended her boiler breakdown call out on 12 March 2017.

BG didn't think it had breached any data protection guidance as the correspondence it had sent to the other person only had Mrs C's address. It said it hadn't been contacted by the other person about the policy.

Our investigator thought BG's refund and compensation offer was fair. It didn't need to refund all the premiums as Mrs C had still been covered by the remaining parts of the policy.

Mrs C doesn't agree and wants an ombudsman's decision. She said she'd called BG twice since 2013 for a service or repairs but it hadn't attended until 2017. Also we hadn't addressed that she hadn't received the £861.09 cheque BG said it had sent her (she had received the £138.48 cheque for compensation and interest). She also wanted compensation for her time and inconvenience in dealing with the ongoing complaint.

BG said it had attended Mrs C's property in July 2015, she'd contacted it asking for an appointment on 11 March 2017 and it attended on 12 and 13 March. It had no evidence that Mrs C had reported any other faults. If she provided evidence of attempted contact or work completed by a private engineer that it would have covered it would reconsider its offer. It arranged for the outstanding cheque to be sent to Mrs C which she's now received.

Our investigator told Mrs C about the contact BG had recorded and the information it needed to reconsider its offer. Mrs C said she didn't have another engineer do any work and she would look for dates when she called BG informing them of faults and it didn't attend.

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 don't uphold this complaint. I'll explain why.

It's clear there's been administration problems with Mrs C's policy which BG accepts. But importantly the property covered by the policy was her correct address. Although BG didn't do annual services after March 2013 until March 2017 I do think she had the benefit of the remaining cover under the policy.

Mrs C says BG wouldn't have attended if she'd contacted it about a problem. But BG's records show it attended Mrs C in July 2015 which she hasn't disputed. I note a BG letter to Mrs C said she'd contacted it in July 2015 to arrange an annual service but it had no record of her calling to finalise the appointment. I don't know if the two references are for the same appointment. But even if it was and BG didn't attend it was intending to do so once Mrs C had finalised a date. It also attended when she called it for an appointment to fix a problem under the policy on 11 March 2017. That was before BG and Mrs C were aware of the name and correspondence address error and shows BG was providing assistance under the policy.

Mrs C has sent us her handwritten note that she phoned BG in February 2013 but it didn't attend on the arranged March date. But BG did an annual service in March 2013 so there was attendance. And from what BG says those dates are before the system migration when the name and correspondence address error occurred.

Mrs C hasn't provided sufficient evidence that she contacted BG and it failed to attend because of the policy details error. She hasn't been disadvantaged by needing to pay for a private engineer to do work BG should have done under the policy. The available evidence is that BG did continue to provide cover under the remainder of the policy. It doesn't need to refund all the premiums Mrs C made since 2013.

BG's offer to refund the amount it charged for annual services for 2014 to 2017 is reasonable as it didn't do those services. It's not clear why cover for a gas fire was included in the policy but once BG knew about the error it agreed to refund what it charged for that cover plus interest which is fair. Mrs C has now received the whole amount BG offered.

I also think BG's payment of £100 compensation for Mrs C's distress and inconvenience is a reasonable amount. Mrs C has asked for more compensation as she's had to deal with the ongoing complaint. But there's no basis for me to increase the amount as I don't uphold her complaint. Even if I had, I don't generally award compensation just because a consumer has the inconvenience of complaining to us unless there's a particular reason to, and there isn't in this case.

Mrs C was concerned that BG sent her personal details to another person. I've seen a copy of BG's 2017 policy renewal letter sent to the wrong person and address about Mrs C's policy which BG says is an example of the information sent. The letter includes her address (as the insured addressed) and policy number but not Mrs C's name. If she continues to think there has been a data protection breach by BG she should contact the Information Commissioner's Office.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 16 May 2018.

Nicola Sisk
ombudsman