

## **complaint**

Mr L complains that British Gas Services Limited mishandled his home care insurance policy.

## **background**

Mr L complained that he had trouble booking his annual service online. He later found out that British Gas had continued to link his home care account with the addresses of his late mother and his late mother-in-law. It also cancelled his direct debit.

The adjudicator recommended that the complaint should be upheld in part. He thought British Gas hadn't handled Mr L's policy to the standard we'd expect. He said that British Gas had made a fair and reasonable offer as follows:

1. to pay Mr L £100;
2. to pay Mr L (in addition to the £45.25 it had already paid) a further £90.50;
3. to waive an outstanding balance of £155.06.

Mr L disagrees with the adjudicator's opinion. He says, in summary, that British Gas should put him back in the position he was in before it made its mistakes.

## **my findings**

The Financial Ombudsman Service isn't free to consider every aspect of every complaint which consumers bring to it. We are legally bound by the dispute resolution rules of the Financial Conduct Authority.

Under those rules, I can't make any findings about the way in which British Gas handled Mr L's account for the supply of domestic energy. That remains the case despite Mr L's belief that his complaint to us has caused a problem with his energy account.

So this decision relates only to the way in which British Gas handled Mr L's home care insurance policy.

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

British Gas made a mistake in continuing to link Mr L's home care policy with two other addresses. It offered £100 compensation – but it took too long to correct its mistake.

And it made mistakes with Mr L's direct debit authority, including taking a number of payments of £45.25. British Gas refunded one such payment and offered to refund two more.

It also agreed to waive an outstanding balance of £155.06.

I can see from the emails that British Gas caused Mr L unnecessary upset and inconvenience. But it has offered to refund and waive payment of several months' instalments of premium to which it was otherwise entitled – and to pay £100.

Overall I think that its offer is fair and reasonable.

**my final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order British Gas Services Limited to:

1. pay Mr L (in addition to the £45.25 it had already paid):

- 1.1 £ 90.50;

- 1.2 £100.00;

2. to waive an outstanding balance of £155.06.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 14 October 2015.

Christopher Gilbert  
**ombudsman**