

The complaint

Mr S complains that British Gas Services Limited (British Gas) didn't cancel his home emergency insurance following his request. This led to them taking further premiums. Mr S wants British Gas to refund the premiums taken.

What happened

Mr S says that, in January 2017, he phoned British Gas to cancel his HomeCare policy. He says, during a boiler service around that time, the British Gas engineer explained that parts were no longer available for his boiler. The engineer also said that, being over 20 years old, the boiler was unreliable and inefficient. Mr S says he arranged for a new boiler to be installed in January 2017 and this came with a five year guarantee. Mr S says, since then he has paid another company £48 per year for an annual service.

In January 2020, Mr S received a renewal letter from British Gas so he called them and explained he had cancelled the plan in 2017. Mr S says this was when he was told the plan hadn't been cancelled and British Gas had been taking monthly payments for the policy.

Mr S complained to British Gas and said their records will show British Gas have had no involvement with his new boiler since it was installed. He said their records would also confirm the conversation they had at the time. Mr S said, neither he or his partner had noticed that British Gas were still taking payment from their account after the cancellation. He said this only came to light when he received the renewal notice in 2020. British Gas responded and said they had no record of Mr S calling them in January 2017. They said they had sent several letters to Mr S every year about his HomeCare policy and had been taking monthly payments by direct debit which would've appeared on his bank statements. They said following Mr S's call in January 2020, they had cancelled his policy and refunded £31.35. British Gas said they wouldn't be refunding any further premiums.

Our investigator looked into things for Mr S. She felt British Gas hadn't acted unfairly. Mr S disagreed so the matter has come to me for a decision.

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.

Having done so, I've decided not to uphold the complaint. I understand Mr S will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr S's HomeCare policy document which sets out the terms and conditions. The policy allows Mr S to cancel the agreement by phone or in writing.

Mr S says he cancelled the policy by phone on 9 January 2017. I can see British Gas have checked their systems but they don't have a record of a call for this date. This is a date over four years ago so it's only fair that I consider dates around this time as well. I've looked at

the contact history – which goes up to October 2018 - and there is no record of any call in January 2017 or any beyond that.

I can see our investigator has asked Mr S for any evidence from his own phone provider to show that a call was made on 9 January 2017 but we haven't received any information which supports Mr S's account. Our investigator also asked Mr S for details of his phone numbers in January 2017 so British Gas could carry out a search using these numbers. I can see British Gas carried out a search but they didn't have any record of calls being made using these phone numbers. So, taking this into account, I can't see any evidence which shows Mr S made a call to British Gas in January 2017 to cancel his policy.

Mr S says, following the cancellation, he didn't receive any letters from British Gas until the renewal in January 2020. So, I've looked into whether there is any evidence which would've highlighted that Mr S's policy was still active. I can see letters were sent by British Gas to Mr S in September 2017, December 2018 and January 2019 asking him to contact them to arrange an annual service. The letters say "*Your service comes as part of your HomeCare agreement and it's due.*" I can see British Gas also sent postcards which say they have written to Mr S recently about arranging a service but not heard anything back.

In addition to this, I can see British Gas sent a renewal letter in January 2018 and in January 2019. These letters gave Mr S a renewal price and let him know when his policy would be running out. The letters said "*Because you pay by Direct Debit, it'll automatically renew, unless you tell us you don't want it to.*" The letters also said "*You should also check that the level of cover you've got with us is still right for you, and let us know if things have changed e.g. you've had a new boiler installed.*"

I can see the letters and postcards were all addressed correctly and had the same address as the renewal letter which Mr S received in January 2020. There might well be occasions where post may become lost but I think it's unlikely to be the case that all of the letters and postcards went missing. So, I think the letters and postcards were sent and, I believe it's more likely than not, at least some if not all, were received. I think the information in the letters and postcards suggest the policy wasn't cancelled in 2017. And, the renewal letters do make it clear that Mr S's policy is still in place and will be renewed unless he contacts British Gas to cancel it.

In summary, I don't think British Gas have acted unfairly or unreasonably in continuing the policy and taking monthly payments.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 February 2021.

Paviter Dhaddy
Ombudsman