

## The complaint

Mr G complains British Gas Insurance Limited hasn't backdated cancellation of his home emergency insurance policy fairly.

## 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.

- Mr G held a home emergency insurance policy with British Gas for many years to cover his property in the UK. In 2013, he moved abroad. He kept his UK property unoccupied. He continued to pay for the policy.
- In late 2021, he told British Gas he wanted to cancel the policy. He thought the cancellation should be backdated to 2013 and all premiums paid since then refunded to him. He said he'd overlooked cancelling the policy earlier. As the property had been unoccupied, he'd made no call outs, claims or otherwise engaged with British Gas during the intervening years, so, he didn't think he should pay for the policy.
- British Gas agreed to cancel the policy from the August 2021 renewal and refund the premiums paid since then. But it didn't think it should backdate the cancellation any further. It said it had sent all policy contact and renewal information to the property as that was the only address it had been given. It hadn't been given a telephone number or email address for Mr G – and it hadn't been told he'd moved out. Because the policy had been setup to renew automatically and Mr G had continued to pay the direct debit for the premium throughout the relevant time, the policy continued.
- Our investigator thought British Gas had acted fairly. She said Mr G was responsible for updating his contact details and cancelling the policy if he no longer wanted it. As he'd continued to pay for the policy, it was reasonable for British Gas to assume he wanted it to continue. British Gas had no way of contacting him other than by post, which they did, so there was nothing more it could have done.
- It's not in dispute that British Gas contacted Mr G by the only method it could – post to his UK property – to offer annual services, provide renewal information and any other relevant policy documents. As he didn't make it aware of any other contact details, I'm satisfied this was reasonable.
- It's also not in dispute that Mr G continued to pay for the policy during the relevant time. Paying the premium would reasonably have given British Gas the impression Mr G wanted the policy. So, whilst British Gas *could* have interpreted Mr G's lack of engagement as a sign he no longer wanted the policy, I don't think it would have been right for it to make that assumption without hearing from him.
- Mr G's policy provides HomeCareTwo cover. That includes an annual service and insurance cover for the boiler, controls and central heating. During the relevant period of time, British Gas would have carried out an annual service if he'd asked it to and it

would also have provided cover for these parts of the property in line with the policy terms and conditions.

- Whilst Mr G didn't take advantage of any of these benefits, I'm satisfied he was entitled to and would have been able to if he'd chosen to. For example, if he'd asked someone in the UK to facilitate that for him. That means he received what he paid for – insurance cover and an optional annual service. In these circumstances, I'm satisfied it was reasonable for British Gas to keep the premiums he paid.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 July 2023.

Nicola Beakhust  
**Ombudsman**