

The complaint

Mr U has complained that Homeserve Membership Limited trading as Homeserve ('Homeserve') automatically renewed his home emergency policy.

What happened

Mr U took out a Homeserve home emergency policy. A couple of years later, Mr U complained to Homeserve. He said his policy had automatically renewed, but he hadn't been made aware of this. He wanted the premiums he had paid to be refunded.

When Homeserve replied to the complaint, it didn't uphold it. It said when Mr U took out the policy, he was told it would automatically renew and the price would change to that of a standard policy. At each renewal, it had sent Mr U the renewal documents four weeks before this was due to happen.

Mr U complained to this Service. Our Investigator didn't uphold it. She said Mr U had agreed to the automatic renewal and Homeserve had shown it had sent the documents to Mr U's email address. She said Homeserve didn't need to do anything further.

As Mr U didn't agree, the complaint was referred to me.

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

Mr U has said he didn't know his policy would automatically renew or that the price would increase. I've listened to the phone call when Mr U first took out the policy. During that phone call, Mr U was told the policy would automatically renew. Mr U also asked whether the price would increase from the introductory offer price. Homeserve told him it would and provided the current standard price as an example of costs. Mr U also asked to receive communication by email. I've also looked at the policy documents. These explained that the policy would automatically renew and that Mr U would receive a reminder around four weeks before this was due to happen. So, I'm satisfied Mr U was made aware the policy would automatically renew and that the price would increase from the introductory offer price.

Mr U has also said he didn't receive the renewal reminders. So, I've also looked at this. Mr U asked to be contacted by email. I can see that the email address Homeserve held for Mr U was the same as the one held by this Service. So, it had the correct email address. Homeserve has also provided evidence to show that one month before the policy was due to renew in 2023 and 2024, it sent Mr U the renewal documents. Homeserve has also explained to this Service that if Mr U hadn't opened the emails or the emails had been returned undelivered, its system would have recognised this and the documents would then also have been sent by post. Homeserve records didn't show evidence that the documents had been sent by post, which it said indicated the emails had been opened. I'm aware Mr U

has said he didn't receive the renewal emails. However, I think the evidence supports Homeserve's position that it sent them, even if Mr U doesn't recall receiving or reading them. I'm not persuaded I have reason to require Homeserve to take any action, including it refunding the renewal premiums.

So, having thought about this, I don't uphold this complaint or require Homeserve to do anything else in relation to it.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 5 June 2025.

Louise O'Sullivan
Ombudsman