

## **The complaint**

Ms M complains that Utility Warehouse Limited ('UWL') mis-sold her a bill protector insurance policy.

## **What happened**

Ms M held a membership with UWL, which she paid a monthly fee for. In November 2013, UWL wrote to Ms M and said it was replacing the membership with bill protector insurance covering the payment of certain bills in the event of redundancy, accident or long-term illness.

In January 2025, Ms M complained to UWL, saying she had never agreed to take out the insurance policy. UWL sent Ms M a number of final responses about her complaint, but Ms M remained unhappy, so she brought the matter to the attention of our Service.

One of our Investigators looked into what had happened and said she didn't think UWL had acted unfairly or unreasonably in the circumstances. Ms M didn't agree so the complaint has now been referred to me to make a decision as the final stage in our process.

## **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.

When making this final decision I've taken into account relevant considerations such as industry guidance about the sale of insurance policies in 2013 as well as what I think was good industry practice at the time, alongside the law. My overall remit under the rules that govern our Service is to reach an independent and impartial outcome which I think is fair and reasonable to both parties to the complaint. I won't be upholding Ms M's complaint and I'll explain why.

- I don't know how Ms M came to enter into a membership with UWL prior to the bill protector policy starting. The membership doesn't appear to have been a regulated financial product which the Financial Ombudsman Service has the power to comment on.
- When communicating with Ms M in November 2013 that the membership was changing to a regulated insurance product, UWL needed to provide information that was clear, fair and not misleading to allow Ms M to make an informed decision about the policy. I've considered the content of the letter dated 7 November 2013, which I'm satisfied it's likely was sent to Ms M, and overall, I think UWL complied with its obligations and did what it needed to.
- At the time the policy started, Ms M didn't need to explicitly consent, agree or sign a document for the membership (which she was already paying a fee for) to be converted into an insurance product. The letter of 7 November 2013 clearly explained that, if Ms M didn't want the policy, she needed to contact UWL to cancel

it.

- I've been provided with evidence to demonstrate that UWL sent Ms M communications about the policy's key features, changes to the policy, annual reviews about the policy and bills setting out the premiums being charged from 2021 up until the policy was cancelled in 2025.
- While I haven't been provided with any such communications that were sent to Ms M before 2021, I don't necessarily think this is unusual given the passage of time. It's not reasonable to expect a financial business to hold documents indefinitely so I need to decide, on the balance of probabilities, what I think is more likely than not to have happened in the circumstances. Based on the evidence I've seen dating from 2021, I'm satisfied that UWL did everything it needed to. I think Ms M ought reasonably to have been aware that the policy existed, and she was given multiple opportunities to cancel it if she no longer wanted it.
- Ms M says she already had similar cover to the bill protector policy, but I haven't been provided with any evidence which demonstrates this. The other insurance policy details which Ms M has sent us don't offer the same benefits as the bill protector insurance did. Ms M told UWL that she may not have been eligible to claim under the policy but, again, I've seen no evidence confirming this. Ms M also mentioned her language abilities in 2013, but it was up to her to make UWL aware if she had any extra needs in this regard and there's no suggestion she did this.
- I understand Ms M says the money she is seeking to reclaim is hers. However, policy premiums are generally paid to the underwriter of an insurance contract to cover the risk of a valid claim being made during the period a policy was in force. So, the policy underwriter is generally entitled to retain the benefit of these premiums regardless of whether any claims were made. As I don't think UWL did anything wrong here, there are no reasonable grounds upon which I could fairly direct it to refund any money to Ms M. How the premiums may have been described on the bills sent to Ms M doesn't change this
- I'm satisfied UWL cancelled the policy in February 2025 when Ms M requested it to. UWL has confirmed that any later reference in subsequent final responses to the policy remaining active was an error.

Overall, this means I don't think UWL mis-sold the policy to Ms M, and I don't think it acted unfairly or unreasonably in the circumstances, so I won't be directing it to do anything more.

### **My final decision**

My final decision is that I don't uphold Ms M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 17 February 2026.

Leah Nagle  
**Ombudsman**