

complaint

Ms B complains that British Gas Services Limited mishandled a home emergency insurance policy.

background

Ms B complained that British Gas had been taking payments for cover for glazing, locks, roofing, and pests (“GLRP”) since about February 2011. She made that complaint in March 2019. The Financial Conduct Authority dispute resolution rules (“DISP”) provide (at 2.8.2 R) time limits for bringing a complaint. But on 14 May 2019 British Gas consented to the Financial Ombudsman Service considering the complaint where the time limits in DISP 2.8.2 R had expired.

Our investigator didn’t recommend that the complaint should be upheld. She didn’t think that British Gas had acted incorrectly. She thought that British Gas had sent Ms B renewal documents, detailing the terms and conditions of the policy, every year since the policy started in February 2011.

Ms B disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- She has never taken out any GLRP cover.
- British Gas never sent her any renewal letters.
- She needs to see the contract and hear the call that happened in 2011.
- British Gas has made an error which they need to take responsibility for.

my findings

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

British Gas says its records show that Ms B took out GLRP cover in February 2011. I wouldn’t expect it to have call recordings or copies of all documents from that long ago.

But, from British Gas records that I’ve seen, I’m satisfied that it generated annual renewal letters saying that Ms B had GLRP cover. British Gas had got Ms B’s correct postal address. So I find it likely that British Gas sent all the renewal letters through the post and Ms B received at least most of them.

The GLRP cover is separate from British Gas HomeCare cover. But British Gas has shown that in November 2016 Ms B cancelled her HomeCare plumbing and drainage cover and continued her HomeCare boiler and controls cover. From that I find it likely that she had thought about what she was paying British Gas for.

British Gas says it sent the most recent renewal letter on 5 January 2019. And I’m surprised that it says that it didn’t keep a copy on file for any longer than 28 days – so it didn’t have a copy when Ms B rang in on 19 February 2019.

From the call recording, I think the first call-handler couldn’t say what cover Ms B had. But the second call-handler told Ms B she had GLRP cover. I accept that Ms B thought she’d got plumbing cover. But I don’t think British Gas was responsible for that mistake.

Therefore I don't find it fair and reasonable to direct British Gas to refund the premiums Ms B paid – or to do anything more in response to her complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct British Gas Services Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 31 August 2019.

Christopher Gilbert
ombudsman