complaint

Mr S complains that he wasn't told about cheaper options regarding the HomeCare cover he took out with British Gas Insurance Limited.

background

I set out the circumstances leading to the complaint and my initial findings on it in my recent provisional decision. This included the following:

"*Mr S bought the cover from British Gas for several properties. Each year before the cover renewed he would contact British Gas, to see if he could get the cover at a lower price. During these calls he wasn't told about excess-based policies, which could have been a cheaper option depending on the claims made.*

In November 2013, British Gas told Mr S about excess-based cover and he changed his cover accordingly.

Mr S later complained to British Gas as he hadn't been offered this type of cover before. British Gas said he had excess cover policies in previous years and was aware of it. It also said its agents just provided details of the different levels of cover without highlighting cheaper products. The policy terms set out the different cover available and so did its website. British Gas offered £100 for the delay in looking into Mr S' complaint.

Mr S was still unhappy and complained to us.

Our adjudicator explained we could only look at issues that arose after the policy became an insurance product in 2010. She took the view that British Gas didn't need to do anything more. She couldn't get hold of any call recordings, and so didn't know why that particular policy was sold to Mr S. The adjudicator could see Mr S had excess-based cover before.

Mr S didn't agree. He felt information about cheaper prices was withheld from him.

my provisional findings

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

I'm departing from the view reached by the adjudicator because she only considered the cover from the date they became insurance policies. It has now been confirmed with British Gas that this service has jurisdiction over complaints about the cover from August 2009.

That said, having looked at British Gas' actions from the start, I don't think its offer of compensation is unfair or that it should offer more. I'll explain why.

Unfortunately, we don't have copies of the calls in which the sales took place. So I can't say with any certainty what was said in them.

I've looked very carefully at the information we do have. And I can see that Mr S previously benefitted from excess-based cover. This leads me to think Mr S would have been aware that this option was available. Or at least ought to have prompted him to ask if it was available, if it was important to him. In any event, British Gas didn't have to give details of

every cover option it had to all of its customers. Information about the policies offered was available to view online.

It seems the policy terms Mr S was sent at each renewal also set out the cover options. I think this would also have made Mr S aware that different cover was available. It appears Mr S got his renewal documents because he contacted British Gas to discuss prices. This led to him being charged a lower premium.

It was for Mr S to decide whether to accept the cover British Gas was offering at the relevant premiums or, for example, to shop around for alternatives on the market. I don't think it was for British Gas to go through all the different products they offered at that time with him.

Based on the information available, I don't think British Gas mis-sold the cover or mis-led Mr S. It was for Mr S to decide on the suitability of the cover. I think British Gas' offer to pay £100 as compensation for its handling of the complaint is fair in the circumstances.

Mr S is clearly unhappy that the call recordings haven't been kept by British Gas. I think any data handling/protection complaint he might have would be better put to British Gas firstly, and then to the appropriate regulatory office if necessary.

my provisional decision

For these reasons, my provisional decision is that I don't uphold this complaint."

I asked British Gas and Mr S to send me any more comments or evidence they had before I looked in to the complaint again.

British Gas said it had nothing more to add.

Mr S didn't agree with my provisional decision, saying:

- he didn't have excess-based cover with British Gas until 2013
- British Gas' failure to keep any call recordings wasn't a data protection issue, as I had suggested
- his care agreement booklet didn't show how much excess-based policies would cost and these weren't mentioned when he called British Gas to ask about his options

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 hasn't added anything in reply to my provisional decision, so there's nothing from it to change my mind about the outcome of the complaint.

Mr S has commented, although what he has said doesn't lead me to change my mind either. I'll explain why.

Mr S says he hadn't taken out excess-based cover until 2013. British Gas, on the other hand, says he did. That being the case, it's for me to weigh up the available evidence to decide what I think is more likely than not to have happened. In this case, while I've taken in to account what Mr S remembers, I can see British Gas has sent us a copy of its internal

system notes from the time. They show Mr S had taken out excess-based cover several years before 2013. That being the case, I think he ought to have known that was an option that might have been available to him again.

Mr S seems to accept his agreement booklet explains that excess-based policies are available with British Gas. Although he points out there's no mention of their cost. I can see that the cost of those agreements isn't included, but I think it's enough that British Gas has pointed out that they exist. It would then be for the consumer – Mr S in this case – to ask about those policies, and get a price.

In my provisional decision, I noted Mr S wasn't happy that British Gas hadn't kept recordings of the calls made. It's open for him to accept or reject my suggestion about what he might want to do to take that matter forward. I don't think what I said on that point affects the overall outcome of the complaint.

Whether or not British Gas not keeping a record of the calls made between it and Mr S was a data protection issue, it's still the case that no calls have been passed to me to listen to. As such, I made my provisional decision on the basis of the information I had. I still haven't had any call recordings, so I have no reason to change my mind on that basis.

Based on the information I've seen, I don't think British Gas mis-sold the cover or mis-led Mr S. It was for Mr S to decide on the suitability of the cover he had. I think British Gas' offer to pay £100 as compensation for its handling of the complaint is fair in the circumstances.

my final decision

For these reasons, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 October 2015.

Nimish Patel
ombudsman