

complaint

Mr R complains that British Gas Services Limited ("BGS") has been charging him for a home emergency policy that he understood he'd cancelled.

background

Mr R told us that he had a visit from an engineer in 2012, under his boiler repair insurance policy. That engineer said that Mr R's boiler was getting older, and so the parts wouldn't be covered for much longer. So Mr R told us that he had cancelled the policy.

Recently, Mr R was going through his bank account and cancelling some old direct debits. He said that he noticed that BGS was still charging him. So he complained. He said that BGS told him that he still had a policy in place. He'd been paying for it since 2012, and BGS had been writing to him about his policy. Mr R said he had got some letters from BGS in this time, but he thought they were just junk mail.

BGS said that Mr R had told it that he cancelled his policy sometime in 2015, but it didn't have any evidence of that call on its system. It said that the last time an engineer had visited his property was in 2012. It said that it was true that it had reduced availability for parts for his boiler. The boiler wasn't made any more, nor were the parts for it. But BGS said that lots of parts were still available, so it didn't think that its engineer would've told Mr R that his boiler could no longer be covered.

BGS said that it had been writing to Mr R for all the time he was covered. It was sending him a renewal notice every year, and it was sending him three letters every year to remind him to book his annual service.

BGS said it did know that Mr R had cancelled his direct debit to it in March 2018. So it backdated his cancellation to then. It had paid him back £83.08 for premiums he'd paid since March 2018. And it said it could confirm that his policy had now been cancelled.

Mr R said that BGS had told him that if he didn't contact it, then his policy would automatically renew. But Mr R said that his boiler hadn't been serviced since 2012, and he thought that this should've prompted BGS to contact him by phone to ask why not.

Our investigator didn't uphold this complaint. He said that BGS had sent a large amount of correspondence to Mr R, including renewal letters, annual service reminders and even letters saying that his direct debits hadn't gone through. Our investigator said he knew that Mr R had torn these up as junk mail, but that wasn't BGS's fault. Our investigator also said that Mr R's payments by direct debit to BGS would show on his bank statements. Our investigator thought that there might be some onus on Mr R to follow up his cancellation and check that he was no longer being charged.

Our investigator said that BGS had no evidence that Mr R had cancelled the policy. BGS had refunded £83.08 and offered a further £50 as a goodwill gesture. Our investigator didn't think that BGS had to do more than that.

Mr R didn't agree. He said that he would agree that BGS wasn't 100% to blame, but he said that BGS just wouldn't give us the evidence that he had contacted it to cancel his policy. And he said that if he'd owed BGS money, it would've worked harder to get in touch. He still thought that BGS should've got in touch with him about his annual service, and that it was

now saying it did its best to contact him, when there were other things it could've done, like just ringing him. Mr R didn't think we were being impartial.

Our investigator checked the terms of Mr R's policy. Those say that BGS will try three times to get in touch with Mr R. It can do that by phone, email, letter or text message. It had shown that it had sent him letters. It wasn't obliged to try to ring him too. So our investigator said that BGS had done what it was supposed to do.

Mr R said that BGS had his home number, so it should've rung him. And if BGS had been contacting him three times a year, for the last six years, and he hadn't replied, then it should've known something was wrong.

Our investigator didn't change his mind. Because Mr R and our investigator didn't agree, this case was passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached the same overall conclusion on this complaint as our investigator, and for broadly the same reasons.

Mr R says that he now thinks he cancelled his policy in 2012. BGS says it has checked its systems, and there's no evidence of this. It's shown our service the notes it has from when it has contacted Mr R, and there's nothing on there that suggests to me that Mr R did try to cancel his service in 2012.

Mr R has suggested that BGS has evidence that he tried to cancel his policy, which it just isn't sharing with our service. That is quite a serious allegation. I haven't seen anything to make me think that BGS has done this.

Because BGS has no evidence that Mr R tried to contact it, and because Mr R himself seems to have had a different recollection, at different points, about when he tried to cancel his policy, I think it's more likely than not that Mr R didn't ring BGS to cancel his policy in 2012.

Mr R accepts that it's partly his fault that this policy has been able to continue to run since 2012, but says he thinks that BGS should take some responsibility too. He points particularly to the fact that he hasn't had a service on his boiler, which he's entitled to at no extra charge under the policy, for the last six years. He says BGS should've done something about this.

BGS says it has done something about this. It's written to him three times every year, asking him to get in touch to arrange that service.

Mr R says that BGS should've done more. It should've tried a different way to contact him. He says that it should've realised that something was wrong.

But I don't think it would be reasonable for me to uphold this complaint on the basis that BGS should be held responsible for checking its records to see when Mr R last had a boiler service, and trying an alternate contact if he hasn't used its service in some time.

Mr R said that BGS was only writing to him. He said that if he'd owed BGS some money, it would've made more of an effort to get in touch, and not just relied on sending letters. But I

can see that there have been points since 2012 when Mr R's direct debit didn't clear So he owed BGS money then. And BGS doesn't seem to have rung him when that happened. It seems to have relied on writing to him. So I don't think it's unfair that BGS also wrote to Mr R when it was reminding him that he could take up the offer of a service at no extra charge.

I have seen numerous letters that BGS has sent to Mr R. And I think it's important that Mr R doesn't deny receiving these. He just says he thought they were junk mail so he ripped them up without reading them. That's not BGS's fault. I think BGS has done enough to get in touch with him.

BGS also continued to charge Mr R for the policy. So those payments would show up on his bank statements. I know that Mr R has told us he's always been bad with money, but I don't think I could fairly use that to make BGS responsible for what's gone wrong here. Our service does usually expect customers to keep an eye on their own bank accounts.

BGS has refunded everything that Mr R was charged from the point when he sought to cancel his direct debit to it, in March 2018. And it has offered to pay Mr R £50 as a gesture of goodwill. I have considered carefully all that Mr R has told us, but I don't think BGI has to do any more than that. So, although I know Mr R will be disappointed, I don't think his complaint should be upheld.

I leave it to Mr R to take up BGS's offer of a £50 payment for goodwill, if he would like to, and hasn't done so already.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 23 April 2019.

Esther Absalom-Gough
ombudsman