

complaint

Mrs A complains about charges SSE Home Services Limited required her to pay when she cancelled her home emergency cover.

background

Mrs A had home emergency cover with SSE. There were two separate agreements – one for her boiler and central heating, and the other for her electrical supply. She first took out cover with SSE in 2007, and renewed each year.

Mrs A complained to SSE about some work that had been done. She was also unhappy that SSE didn't provide cover for plumbing. And she said her signature had been forged on a document following a call out. She told SSE she wanted to cancel her policies.

SSE said Mrs A could cancel the agreements, but she'd have to pay cancellation charges. Mrs A was unhappy about the amount charged and brought her complaint to this service.

Our adjudicator thought the charges were fair but Mrs A disagrees. She's requested an ombudsman's 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. Having done so, I'm not upholding the complaint.

Mrs A was unhappy that she didn't have cover for plumbing. The agreement doesn't provide plumbing cover, so SSE couldn't deal with any plumbing issues. As she wanted to change her cover, Mrs A was able to cancel the agreement and take out different cover elsewhere. But the terms say there will be a charge if the cover is cancelled, except during the first 14 days – and Mrs A was well past the first 14 days.

The terms say SSE will charge its actual costs, up to a maximum of £170. This is based on the daily cost of the cover and the costs of any works carried out during the year, less any premiums paid. So according to the policy terms, SSE could have charged up to the maximum amount when Mrs A cancelled her cover.

As I've said, Mrs A had separate cover for her boiler and central heating, and her electrics. She had different concerns about each. So I'll deal with each in turn.

boiler and central heating system cover

Mrs A said SSE's engineer damaged her boiler and it then charged her for the parts and visit needed to fix the damage when she cancelled the agreement. SSE carried out an annual service in January 2015. Mrs A then reported a fault in May. An engineer attended and replaced a part on the boiler. They checked the boiler and everything was working when they left. Mrs A contacted SSE again later that month, as the same part was leaking. The engineer decided it would be best to replace this part and another part. There was another visit in June, to fix the problem, which was successful.

Mrs A hasn't provided any evidence that SSE damaged her boiler. The evidence I've seen is that she reported a fault and SSE did some work to repair this. So I think it was entitled to ask for the costs relating to this, in line with the cancellation fees.

When Mrs A decided to cancel her agreement, SSE had carried out work at a cost of £371.80. Mrs A had made payments of £161.10, leaving a balance of £210.70. So, applying the terms strictly, SSE could have charged her the maximum charge of £170. But as a goodwill gesture, it only asked for the remaining payments, which came to £53.70. In the circumstances, I think that was reasonable.

electrical cover

Mrs A said SSE didn't attend her property on 16 January 2016, as claimed by SSE. And she said that although an engineer attended her property on another date, he didn't do any work as he said it would be cheaper to get it done elsewhere.

In its final response to Mrs A, SSE said an engineer visited on 16 January 2015. SSE's records show Mrs A is right that there was no visit that day. But Mrs A phoned on 16 January and an engineer then visited on 23 January. There was simply an error in SSE's letter. I don't think this changes the fact that, on the wording of the policy terms, SSE could have charged for the cost of the work.

But, as with the boiler and central heating cover, SSE didn't charge these costs. Instead, it charged £12.00, the cost of the three months left on cover. Again, I think this is reasonable.

There's no signature on the job sheet dated 23 January 2016. Mrs A said the engineer told her it would be cheaper to get this work completed by another electrician. But I've seen no evidence that Mrs A had the work done privately. And SSE didn't charge the cost of the works, only the outstanding cost of cover.

Mrs A was also unhappy because she said SSE copied her signature from a document relating to her gas work and fraudulently signed an electrical job sheet on her behalf.

SSE says an electrician wouldn't have access to any of the papers relating to gas works. We haven't been given any expert evidence about the signatures. On the information available, I can't say whether the document in question was signed by Mrs A. But in any event, looking at all the circumstances I think it was fair to charge a reasonable amount for the cancellation. Mrs A had the benefit of cover, and was only charged the cost of cover, not the full cost of the works.

my final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 20 October 2016.

Peter Whiteley
ombudsman