

complaint

Mr R complains that he was mis-sold his home emergency insurance policy with British Gas Insurance Limited.

background

Mr R complained to BG that he'd been mis-sold his policy for the year from May 2015 to May 2016. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr R's complaint shouldn't be upheld.

Mr R disagreed with the investigator's conclusions, so the matter's been referred to me to make 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 decided not to uphold Mr R's complaint and I'll explain why.

Mr R says BG told him on 21 February 2015 that parts for his boiler were obsolete. Yet, he says, on the renewal letter he received in April 2015, there's no mention or reminder of this. Or that the increased renewal premium is based on the fact that only 'some' cover would be provided. And he says one would assume that if only 'some' cover was being provided, this would've been stated on the renewal and that the premium wouldn't increase from the previous year.

So, Mr R says he still feels he was mischarged or overcharged for the period May 2015 to May 2016, when only some cover was available.

BG says its notes show that in February 2015 it advised Mr R that he should replace his boiler due to its age, efficiency and the availability of parts. But it says he declined to do so. And it says its engineer wasn't able to carry out a repair when Mr R's boiler broke down in October 2016 because the required part was obsolete.

So, BG says Mr R then cancelled his policy. And it says it refunded the premiums he'd paid back to the last renewal date in May 2016 and it offered him a total of £80 compensation for the trouble and upset he'd experienced.

I acknowledge Mr R thinks BG should've specifically referred in its renewal letter to the reduced cover he would receive as a result of parts for his boiler being obsolete. And he thinks that should've also been reflected in the renewal premium. But I think BG had previously given him clear advice about the status of his boiler. So, I think it was reasonable for it to leave Mr R to decide whether to allow his policy to renew automatically when he received his renewal letter in 2016. And I don't think it was unreasonable for BG not to make specific reference to its advice about his boiler in its renewal letter, or to adjust the renewal premium to reflect that matter.

I note when Mr R cancelled his policy in October 2016 BG refunded his premiums back to the last renewal date and it offered him a total of £80 compensation. I think this was

reasonable. And I don't think it would be fair for me to ask it to refund any more premiums or to pay him any more compensation. So, I can't uphold Mr R's complaint.

my final decision

I don't uphold Mr R's complaint against British Gas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 June 2017.

Robert Collinson
ombudsman