

complaint

Mr J has complained about BISL Limited. He believes it renewed his home insurance policy between 2015 and 2018 without his authorisation. He says, when he complained, it only offered to refund half of the premium.

background

Mr J, via his mother, Mrs J, arranged cover with BISL in 2014. The cover renewed in 2015 and each year after including 2018. Mr J's accountant then, shortly after the 2018 renewal, noticed that money was being taken for this cover, along with money for other cover Mr J had arranged in the years since.

Mr J contacted BISL. It cancelled the 2018 policy straight away and, because the policy hadn't been used and had only just started, most of that year's premium was refunded to Mr J. BISL said it had acted in line with the agreement made in 2014 – to renew where possible, and hadn't been told not to renew cover. But, on behalf of the insurer, it said it would arrange a part refund of premiums if Mr J showed it he'd been covered elsewhere, or contacted those other insurers and gave permission to them to share his details with BISL when it called.

Mr J wasn't happy. He felt all his premiums should be refunded because, he said, BISL hadn't contacted him and had arranged cover for him which he didn't need or want.

Our investigator said that evidence BISL had provided had showed it had tried to contact Mr J at each renewal by email and post, as well as uploading documents to a self-service portal. As such she didn't think BISL could be blamed for any costs Mr J had for duplicated policy cover. And she noted that it would be the insurer which would ultimately be responsible for refunding any duplicated policy costs. She said if Mr J felt he should get more than 50% he'd have to put that complaint to the insurer.

Mr J said it didn't matter what BISL's evidence showed, he definitely didn't get contact from it. He said emails weren't deleted and there were around 24,000 in the contact email inbox; having gone through every one he could confirm none were from BISL. Mr J said, if necessary, he could provide photos of the inbox from around the date of renewal to evidence this fact.

my findings

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

Cover was arranged in 2014. Mr J accepts he wanted cover and he didn't ever contact BISL to say he didn't receive any policy documents. The policy documents did explain the policy would renew automatically, that BISL would send documents before every renewal, but that Mr J could contact it if he didn't want the policy to renew automatically. Mr J accepts he didn't contact BISL. So as long as BISL sent renewal documents to Mr J, it kept its end of the bargain that both parties had entered into – to have an automatically renewing policy.

Our seeing photos of the email inbox wouldn't assist Mr J in achieving a better outcome for his complaint. BISL has shown that it did send emails – it can't reasonably be expected to guarantee receipt of what it sent. But BISL didn't communicate only by email. Rather it also sent renewals by post and uploaded them on a self-service portal.

Even accepting that none of the emails that BISL sent reached Mr J's email contact inbox, I've no reason to think that all of the posted documents failed to arrive at his address. I think, given the evidence BISL has shown that it's more likely they did arrive at the address and were missed by Mr J, than that BISL didn't send them in the first place.

There's also the self-service portal. BISL showed that all documents were uploaded there. It also showed that after the policy was set up Mr J's registration on the self-service portal was logged by its systems. It says only the policyholder, or someone acting for them, can complete registration.

I appreciate that Mr J didn't realise that the policy would renew automatically. But I'm satisfied that BISL acted in line with what was agreed when the policy was arranged, including that it sent renewal information to Mr J each year to inform him about the continuing cover. If Mr J has had a loss in respect of duplicated cover in the years 2015 – 2018, or any part thereof, I'm not persuaded that's due to any fault of BISL.

In terms of collecting policy premiums, holding any money and/or reimbursing any refund due, BISL acts on behalf of the insurer. Therefore, any complaint about refund of the premiums needs to be made to the insurer. However, I note that BISL's suggestion (to provide 50% of the refund cost upon sight of proof of duplicated cover) does seem, on the face of it, to be in line with the standard industry approach to dual cover. Whether it's fair in Mr J's circumstances – assuming that is what the insurer ultimately offers to reimburse him – can only be determined by us if he complains to the insurer, remains dissatisfied by its response and makes a further complaint to this service.

my final decision

I don't uphold this complaint. I don't make any award against BISL Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 May 2020.

Fiona Robinson
ombudsman