

complaint

Mr P has complained Barclays Bank PLC misled him when he tried to take out their Home Protection Pack.

background

When Mr P's boiler broke down, he was upset he had to pay a £50 excess and costs for parts that were needed to repair it. He complained Barclays should have told him this when he took out the policy.

But in fact it turned out Mr P had never formally taken out Barclay's Home Protection Pack where boiler cover was provided by a separate provider, who I'll call A. Even though A had provided cover and Mr P's boiler was repaired. A also refunded Mr P's excess as a goodwill gesture. Barclays agreed they should have done more and paid Mr P £75.

Mr P remained unhappy with this and brought his complaint to the ombudsman service. Our investigator reviewed the evidence which included the phone call Mr P had made to Barclays on 24 February 2017. She felt Mr P had cancelled his previous Home Pack as this hadn't provided boiler protection just extended warranties for his white goods. She felt the money Barclays had given was fair based on what had happened.

Mr P didn't agree with this. He's asked an ombudsman to consider his complaint.

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've reached the same conclusion as our investigator. I'll explain why.

There's no dispute Mr P called Barclays on 24 February 2017 to enquire what was included within his existing Home Pack cover. This was something he paid for as part of the account services he received from Barclays. His boiler had broken down that morning. So when he was told his existing cover didn't cover boiler problems, he discussed what the Home Protection Pack would cover. He found out this was provided by A, included boiler cover and would cost £12 a month. Mr P was then given a telephone number to call if he wanted to take it out.

I've also seen a letter dated 24 February Barclays sent Mr P. This confirmed he'd cancelled his existing Home Pack cover. I've not seen any corresponding letter confirming Mr P took out the Home Protection Pack. It's also clear Mr P never paid the monthly £12 charge.

But Mr P claimed on the cover. This resulted in him getting his boiler successfully repaired. He was upset though that he'd had to pay an excess of £50 and for the cost of parts. This was because the insurance policy – which he'd not actually taken out – had an excess and only covered labour for boiler cover. When Mr P complained, A explained this to him but sent him a cheque for £50 as a goodwill gesture.

That's when Mr P complained to Barclays they'd misled him about the cover he thought he'd taken out. There's no copy of a call explaining the detail of the insurance cover – which Barclays would have gone through – because Mr P never took out the cover.

Barclays apologised for how they dealt with Mr P's complaint and agreed their service inconvenienced him. But by the time they confirmed this in May 2017, they'd also taken the decision to withdraw the Home Protection Pack. This was no longer available for Mr P to take out.

So there's no evidence Mr P was misled about the features of the Home Protection Pack as there was never any 'sale' of this cover to him. But still Mr P managed to claim under a policy he didn't have so I can understand why he felt he had it. Barclays has confirmed A will not be asking Mr P to repay them for a service provided under a policy Mr P didn't hold.

In the end Mr P has:

- had the benefits of an insurance policy he's not paid for;
- had £50 refunded as goodwill by A; and
- been given £75 for the trouble caused by Barclays.

I don't believe it would be fair and reasonable to ask Barclays to do anything further. I'm not able to oblige them to provide Mr P with a service they no longer provide but there are other providers of boiler cover.

my final decision

For the reasons I've given, my final decision is not to uphold Mr P's complaint against Barclays Bank PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 27 April 2018.

Sandra Quinn
ombudsman