

## **complaint**

Mrs G complains that she was mis-sold her home emergency insurance policy by PCJ Limited.

## **background**

Mrs G made a claim under her policy, following which she complained to PCJ that she'd been mis-sold it.

Being unhappy with PCJ's response to her complaint, Mrs G complained to this service.

Our adjudicator thought Mrs G's complaint shouldn't be upheld.

Mrs G disagreed with the adjudicator'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 Mrs G's complaint and I'll explain why.

Mrs G says she made a claim under her policy for a problem with her boiler. And she says she was then told more work was needed which wasn't covered under the policy. But she says this wasn't mentioned when the policy was sold to her.

Mrs G also says she agreed to pay an amount per month for the policy. And she says she should be able to end the policy at any time, without any further liability.

PCJ says the policy was sold during a follow up call after a written quotation had been sent to Mrs G. And it says during this call Mrs G confirmed that she'd received and read the documents that had been sent to her, which included a copy of the policy wording.

PCJ also says at no point during the call did the agent suggest or confirm that the policy covers everything to do with the boiler.

I note that following her claim, Mrs G was advised to replace the PCB board in her boiler to prevent a further breakdown in the future. It appears there may have been some confusion between the engineer who attended and the head office over this issue. But I think the wording of the policy's clear that it only covers emergencies. I see Mrs G was sent a copy of the policy wording before she bought her policy. And, in the circumstances, I don't have enough information to conclude it's likely she was told it covered all repairs to her boiler when it was sold to her.

I also think the policy wording makes clear that if it's cancelled, Mrs G will be required to pay the monthly premium for up to 12 months from the commencement date. In other words, it's an annual policy and the option of paying monthly is purely to enable customers to spread the cost throughout the year. So, I think PCJ's entitled to require Mrs G to pay a full 12 months' premium, even though she's cancelled the policy early. I also think this is fair, particularly bearing in mind that Mrs G made a claim under the policy before she cancelled it.

So, for these reasons, I don't think PCJ's done anything wrong. And I can't uphold Mrs G's complaint.

**my final decision**

I don't uphold Mrs G's complaint against PCJ Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 15 May 2017.

Robert Collinson  
**ombudsman**