

## **complaint**

Mr I says that British Gas Insurance Limited mis-sold kitchen appliance cover, plumbing and drains cover and home electrics cover policies to him, and has wrongfully deducted premiums for these policies from his account for a number of years. .

## **background**

In 2014, Mr I asked British Gas to cancel the cover for his central heating boiler, as he'd had a new one installed which came with a guarantee. He then found out that he had been paying for kitchen appliance cover, plumbing and drains cover and home electrics cover, possibly since 2003.

Mr I said he didn't know he had these policies; he never agreed to them and British Gas can't produce any contract he signed for them.

British Gas said Mr I had been sent renewal letters showing what agreements he had every year but sent him £100 as a gesture of goodwill.

Mr I complained to the Financial Ombudsman Service, saying he wouldn't have needed these agreements and he'd told British Gas he didn't want them anytime he was asked. Mr I also says that he didn't receive any renewal documents about these policies. Having cancelled the boiler cover, he was contacted recently to arrange this year's annual service. This demonstrates the lack of coordination within British Gas and if it can offer to service a boiler that is no longer covered, it must mean it's possible the renewal letters weren't actually sent to him.

Our adjudicator didn't uphold the complaint. Mr I didn't accept our adjudicator's opinion and asked for an ombudsman to review the case.

## **my findings**

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

The Financial Ombudsman Service can only consider complaints about regulated businesses. In 2003, British Gas wasn't regulated. This means, even if British Gas had records going back as far as 2003, I can't look into how or why these covers were added to Mr I's HomeCare package.

British Gas became regulated on 6 August 2009. This means I can look into whether British Gas did anything wrong from this point onwards.

British Gas has given us renewal letters which were sent to Mr I from 2010 until 2014, showing he had *'HomeCare 400 Central Heating Cover with Annual Service Visit, Plumbing and Drains Cover, Home Electrical Cover'* as well as gas appliance cover and kitchen appliance cover for a gas cooker. Only one renewal letter is sent each year, which contains details of all the products being paid for and a breakdown of the premiums.

Mr I doesn't have any record of receiving these letters but based on what British Gas has sent to us, I think these letters were sent. If Mr I didn't get the letters because of problems with the postal service then I can't say this is British Gas' fault. I note what Mr I says about

British Gas' organisation, and that its servicing department obviously hadn't been told he'd cancelled his central heating cover. However, I don't think this means that annual renewal letters, which are usually sent out automatically, weren't sent for over four years.

If Mr I thought he was paying too much to British Gas – or if he wasn't getting any documents from them - then Mr I could've contacted British Gas and asked it what was going on.

I know Mr I says he doesn't have a cooker but as I can only look into the renewals from 2009 onwards, the responsibility was on Mr I to tell British Gas if he didn't have anything to insure under the kitchen appliance cover. I'm sorry if this seems unfair to Mr I but my powers to look into his complaint are limited.

Mr I also feels he had similar cover elsewhere but the documents Mr I has sent us don't show that Mr I had home emergency cover. The level of cover provided by British Gas would be very different from the level of cover provided under a standard buildings and contents insurance policy.

It's clear Mr I feels strongly about what's happened but I don't have enough evidence to conclude that British Gas added this cover without his agreement or that it continued to renew them wrongly.

Mr I hasn't cashed the cheque British Gas sent to him. If this has now expired then British Gas should arrange to send him a new one.

### **my final decision**

My final decision is that I can't consider Mr I's complaint about anything that happened before 6 August 2009. For events after this date, I don't uphold Mr I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 18 December 2015.

Harriet McCarthy  
**ombudsman**