

## The complaint

Mr L complains about Homeserve Membership Limited (Homeserve) who failed to cancel his home emergency policy, when he requested it to.

## What happened

Mr L held a policy with Homeserve. He was unhappy with the service he received and decided to cancel the policy. He said that in February 2023, he called Homeserve and requested that the policy was cancelled. However, Homeserve said that there was no record of the call.

Mr L said that he believed that Homeserve either deleted the call or didn't record it. But Homeserve said that it did locate a call in March 2023. Homeserve said that Mr L hadn't passed security and even though he wished to cancel the policy, this was unable to be done, due to his failure of passing security.

Mr L said that he sent an email requesting that the policy be cancelled. But it wasn't cancelled until May 2023, after Mr L completed a complaint form online. Homeserve, cancelled the policy and backdated the cancellation and refunded some of the premiums that Mr L had paid.

Mr L complained to Homeserve as he felt that it deliberately didn't comply with his specific instruction to cancel the policy. So, he wanted Homeserve to provide a breakdown of the refund that he was given, as well as £500 compensation for the trouble and upset caused.

In its final response, Homeserve maintained its position. It said that it was unable to complete the cancellation earlier, as there was no record of Mr L having called in February. And as he had declined to complete the security questions as he was required to do, Homeserve were unable to cancel his policy, in March 2023.

As Mr L had been given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that the policy terms and conditions outlined how policyholders were to cancel policies. That would be either via a phone call or a letter by post. As there was no record of the phone call in February and as Mr L had refused to answer security questions, Homeserve were unable to cancel the policy. He also said that Homeserve had refunded some of Mr L's premiums, which he thought was fair. His view was that Homeserve had acted in line with the policy terms and conditions.

Homeserve accepted the view, Mr L did not. He said that: *'legislation in this country held that emails were acceptable as being equivalent to letters'*. And that legislation by Parliament should override any terms and conditions that insurers impose. So, he asked for a decision from an ombudsman.

## What I've decided – and why

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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr L, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, and the evidence they've provided. The main issue of this complaint is whether Mr L cancelled the policy in line with the policy terms and conditions.

I think the starting point of this complaint is what was stipulated within the policy terms and conditions, regarding how policies could be cancelled. The policy states:

*'If your policy does not provide the cover, you need or you wish to cancel for any other reason, please contact us first by: • Calling us on (phone number given); or • Writing to us at Freepost RLYC-LXAL-GEEH, Customer Admin Department, HomeServe, Cable Drive, Walsall WS2 7BN. Remember to include your policy number.'*

So, the policy terms that Mr L agreed to abide by (once he had taken out the policy and at each renewal) stated that the two methods of cancellation were either via a phone call or for Mr L to write to Homeserve.

Mr L said that he called in February 2023 to cancel the policy. But Homeserve said that there was no record of this call. I can't see that Mr L has provided any corroborative evidence to show that the call was received by Homeserve, for example an itemised phone bill. And as Homeserve said that there was no record of a call having been received, I'm satisfied that no call was received by Homeserve in February.

The only call where there was some corroborative evidence happened in March 2023. When Mr L called to cancel his policy. But, during the call when the advisor asked Mr L to confirm security questions, he accepts that he didn't give the details required to pass security. As a result, and after Mr L had been warned that a failure to give security responses would mean that the policy couldn't be cancelled, Homeserve were unable to verify who was calling and so were unable to cancel Mr L's policy.

Despite Mr L not passing security, Homeserve confirmed that it did cancel his policy from March 2023 and refunded part of Mr L's premiums, that he had paid.

Having reviewed all the evidence, I think that Mr L hadn't followed the policy terms and conditions on how a policy ought to be cancelled. He didn't write a letter, nor did he call Homeserve to successfully cancel the policy. The only recorded call disclosed that Mr L failed security and as this was done, I think Homeserve were correct not to cancel the policy.

I'm pleased that Homeserve cancelled his policy, after Mr L completed a complaint form, which I note still wasn't the correct way to cancel. Also, that Homeserve backdated and refunded the premiums, which I think was fair.

Consequently, I can't agree that Homeserve did anything wrong here. I understand that this is likely to be a disappointment to Mr L, but I won't be asking Homeserve to do anything further to resolve this complaint.

**My final decision**

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 15 December 2023.

Ayisha Savage  
**Ombudsman**