

The complaint

Mr D complains that One Call Insurance Services Limited mishandled his motor insurance policy.

Where I refer to One Call, I include employees and others insofar as I hold One Call responsible for their acts or omissions.

What happened

One Call acted as an intermediary between Mr D and his insurers. For the year from February 2018, Mr D took out a motor insurance policy through One Call.

The insurance was renewed for the years from February 2019 and February 2020.

Mr D says that in about October 2020, his vehicle suffered incidents of a breakdown and a theft of its catalytic converter.

In February 2021, One Call automatically renewed the insurance again and took payment. Mr D hadn't wanted to renew with One Call.

Mr D wrote a letter to One Call dated 10 February 2021. The letter complained to One Call that it had been uncontactable in October 2020 and at the time of renewal.

In late April 2021, Mr D got his bank to do a chargeback of his payment.

One Call cancelled the policy from 7 May 2021. One Call asked Mr D to pay the following:

Charge for time on cover	£101.19
Broker fee	£ 30.00
Cancellation fee	£ 55.99
Total	£187.18

By a letter dated late May 2021, Mr D complained to One Call about the renewal, about his difficulty in contacting One Call and about its claim that he owed a balance.

By a final response dated 18 June 2021, One Call offered to waive its charges totalling £89.99. It said that it also would backdate the cancellation to 3 February 2021 and cancel any balance if Mr D provided evidence that he had been insured elsewhere from that date. Unhappy with that, Mr D brought his complaint to us without delay.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. She thought that One Call's final response was a fair way to resolve the complaint.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr D and to One Call on 27 April 2022. I summarise my findings:

The policy had been live from renewal in February 2021 to cancellation in May 2021. So I didn't find that One Call treated Mr D unfairly by asking him to pay for time on cover and fees.

Subject to any further information from Mr D or from One Call, my provisional decision was not to uphold this complaint. I didn't intend to direct One Call Insurance Services Limited to do any more in response to this complaint.

Mr D disagreed with the provisional decision. He says, in summary, that:

- One Call is at fault and compensation must be paid for their negligence and irresponsible act.

One Call agreed with the provisional decision.

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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules ("DISP"). The effect of one of those rules is that a consumer must first raise a complaint with the financial firm and wait for up to eight weeks for a final response before we can investigate that complaint.

Mr D's letter dated 10 February 2021 contained complaints that One Call had been uncontactable by telephone or webchat when his vehicle suffered the incidents in about October 2020.

One Call says it didn't receive that letter at the time. But I think it received a copy of it with the letter dated late May 2021. One Call didn't address those complaints in its final response in June 2021.

I find it likely that Mr D's reference to "*the time of genuine emergency*" is a reference to one or both of the incidents in October 2020.

However, Mr D hasn't given us enough details of those incidents or complaints. So I'm not persuaded that One Call was responsible for any unfair act or omission in relation to those incidents.

There is a legal requirement for motor insurance for a motor vehicle on the road.

Many insurance policies and intermediaries have contractual terms with policyholders allowing for automatic renewal. Such terms are often accompanied by a continuous payment authority ("CPA"). I don't consider that unfair, keeping in mind the requirement for insurance.

One Call's information booklet included the following:

"What Happens at Renewal

We will send out your new renewal terms at least 21 days before renewal for all policies...

Where possible we will automatically renew your insurance policy as long as

we hold valid payment details. Please see below for specific details. However, if at any point you wish to opt-out of having your policy automatically renewed, please contact us at least five days before your renewal date on 01302 554010.

Renewing by Direct Debit

If you pay for your insurance via Direct Debit, for your convenience we will automatically renew your policy and send confirmation via email, along with your new insurance documents, roughly one week before your renewal date...

Continuous Payment Authority

Renewing by payment in full or credit/debit card

If you paid in full by credit/debit card and where we hold valid details, for your convenience and protection, we will take money from your debit, credit card or PayPal account with the full amount of your renewal premium up to five days before your renewal date. Where we have taken payment for your renewal, and you contact us before the renewal date to decline the renewal, we will arrange an immediate refund for the amount debited...

How to Decline an Automatic Renewal

*Please note that failure to tell us that you do not want us to automatically renew your policy before the renewal date will result in a charge of £35.99 as well as any time on risk charge made by your insurers. If you wish to decline an automatic renewal, please contact our Renewals Team by sending a written notice to our Head Office or telephone us on **01302 554 010.***

And the policy renewed in 2019 and 2020 without complaint. So I'm satisfied that One Call had got Mr D's agreement to automatic renewal and CPA. One Call had also given information about how to avoid automatic renewal (and therefore payment) either by sending a written notice to its head office or by telephone.

I've seen One Call's letter dated 8 January 2021. It included the following:

"Next Steps

To make life easier we will automatically renew your policy for you so sit back and relax while we do the hard work.

The payment will be taken from your debit/credit card or PayPal account used last year up to five days before your renewal date.

If you do not wish to renew this policy please contact us on 01302 567007 or via live chat at www.onecallinsurance.co.uk before the renewal date. Alternatively, you can write to us at the address found at the top of this letter."

So the letter made clear that One Call would automatically renew the policy from 3 February 2021. It made clear that it would take payment up to five days before that date.

It also gave information about how to avoid automatic renewal (and therefore payment) either by telephone or webchat or by writing to its postal address. I cannot say that One Call should've undertaken to receive communications by email.

I accept that Mr D made unsuccessful attempts to contact One Call. But he hasn't given enough detail of dates and times. So he hasn't shown us enough evidence that he made those attempts before 3 February 2021. In any event, he had the option of writing a letter. One Call confirmed the renewal by letter dated 29 January 2021. I find it likely that it took payment at about the same time.

I'm satisfied that One Call renewed the policy in line with its terms of business. So I don't find that One Call was responsible for any unfair act or omission in relation to the renewal or the payment.

Mr D's letter dated 10 February 2021 was after the renewal.

The policy had been live from renewal in February 2021 to cancellation in May 2021. So I don't find that One Call treated Mr D unfairly by asking him to pay for time on cover and fees. In any event, One Call's final response waived its charges and offered to waive the charge for time on cover if Mr D could show that his vehicle had been insured elsewhere from 3 February 2021. I consider that this response was fair and reasonable.

As recently as September 2021, Mr D told us that he wouldn't give One Call information about his then current policy. He hasn't shown us when he changed his mind and sent One Call his certificate of insurance.

So I'm not persuaded that One Call was responsible for any delay before 24 February 2022 when it confirmed to Mr D that he didn't owe any balance.

Overall, I don't find it fair and reasonable to direct One Call to pay Mr D compensation or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct One Call Insurance Services Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 June 2022.

Christopher Gilbert

Ombudsman