

The complaint

Mr S complains that Atlanta 1 Insurance Services Limited (trading as Autonet Insurance Group) mishandled his van insurance policy.

Where I refer to Autonet, I refer to the above-named company and I include employees and others insofar as I hold Autonet responsible for their acts or omissions.

What happened

On about 17 April 2020, Mr S went online and took out a van policy for the year from 19 April 2020. Autonet acted as an intermediary between Mr S and his insurer. He paid an initial instalment or deposit of £26.57.

The insurer found some information about a claim that Mr S hadn't disclosed and Autonet asked him to pay higher instalments amounting to an additional £61.53. Mr S disputed the information. On 21 April 2020, Mr S had a webchat with Autonet. Mr S complained to Autonet.

By a final response dated late April 2020, Autonet turned down the complaint.

Mr S brought his complaint to us in mid-June 2020. He asked us to investigate Autonet and to get it to refund his initial payment of £26.57.

On 14 January 2021 Autonet refunded £246.75.

Our investigator recommended that the complaint should be upheld in part. He didn't think that Autonet had provided a satisfactory service. He said that he'd been unable to determine if Mr S had been refunded the correct amount. He recommended that Autonet pay Mr S £100.00 compensation.

Neither Mr S nor Autonet responded to the investigator's opinion. So the investigator asked for an ombudsman to review the complaint.

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.

Consumer Insurance (Disclosure and Representations) Act 2012 imposes a duty on a consumer to take reasonable care not to make a misrepresentation when taking out an insurance policy.

Separately, most insurers put information about claims on the Claims Underwriting Exchange database.

I can't hold Autonet responsible for information that Mr S's previous insurers put on the database. In any event, Autonet was an intermediary. So I don't hold it responsible for

setting or increasing the premiums charged by Mr S's insurer. Therefore I don't find Autonet responsible for Mr S's unpleasant surprise when Autonet told him his monthly instalments were more than he thought.

The webchat include the following from Mr S:

"In the meantime I will exercise my right to cancel the policy forthwith and make a complaint to the Ombudsman"

So it's clear that Mr S wanted to cancel the policy. But Autonet didn't cancel (or get the insurer to cancel) the policy.

From his letters in early December 2020, Mr S had cancelled his direct debit and believed Autonet owed him £185.82 plus his deposit of £26.57, a total of £212.39.

At one time, Mr S told the investigator that Autonet had continued to take payments up to April 2021.

More recently, Mr S has said that his payments were as follows:

April 2020	£ 26.57
April 2020	£ 30.97
May 2020	£ 30.96
June 2020	£ 30.97
July 2020	£ 30.97
August 2020	£ 30.97
September 2020	£ 30.97
October 2020	£ 30.97
November 2020	£ 30.97
Total	£274.32

But he has only provided bank statements for April 2020 and for January 2021 (when Autonet refunded £246.75). I keep in mind his earlier conflicting statements about what he thought he'd paid. And Mr S hasn't responded to the investigator's opinion. So I consider that Mr S has fallen short of showing that he had paid more than Autonet refunded. I don't find it fair and reasonable to direct Autonet to make a further refund or to pay interest.

Putting things right

Nevertheless, I consider that Autonet should've done more at an earlier stage to put into effect Mr S's clear wish to cancel the policy. Autonet's delay in dealing with this caused Mr S irritation and put him to the trouble of contacting Autonet on more occasions than should've been necessary. So I find it fair and reasonable to direct Autonet to pay Mr S £100.00 for distress and inconvenience.

My final decision

For the reasons I have explained, my final decision is that I uphold this complaint in part. I direct Atlanta 1 Insurance Services Limited (trading as Autonet Insurance Group) to pay £100.00 to Mr S for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 August 2022.

Christopher Gilbert

Ombudsman