

The complaint

Mr H complains that IG04 Partners Limited mishandled his motor insurance policy.

Where I refer to IG04, I refer to the above-named company and I include engineers and others insofar as I hold IG04 responsible for their acts or omissions.

What happened

Mr H had a vehicle that he needed to insure. On 3 August 2021, he went online and bought a policy for the year from 5 August 2021. The policy was branded with the name of WiseDriving, a trading name of IGO4. The motor insurance premium was about £345.00 for a year (so a little less than £1.00 a day).

Mr H also bought the optional extra or additional product of breakdown cover for £59.99. IG04 acted as an intermediary between Mr H and the insurers.

As he wanted to pay by instalments, IG04 also acted as intermediary between Mr H and a finance company. Mr H made an initial payment of £111.13. Mr H agreed to pay the balance (including interest) by instalments to the finance company.

As the motor policy was a telematics or “black box” policy, it was a requirement that the box had to be installed within 14 days of 5 August 2021. On 4 August 2021, Mr H made an appointment for installation on 12 August 2021.

The installation didn’t happen on that date. IG04 charged a missed appointment fee of £45.00.

With effect from 26 August 2021, IG04 cancelled the policy. It charged Mr H as follows:

insurance cover	£ 19.90
optional extras	£ 59.99
cancellation fee	£ 75.00
non-refundable fees	£195.00
sub-total	£349.89
less paid	£111.13
total	£238.76

On the same day, Mr H complained to IG04 about the cancellation and the charges.

By a final response dated 11 October 2021, IG04 turned down the complaint. Unhappy with that, Mr H brought his complaint to us on the same day.

our investigator’s opinion

Our investigator recommended that the complaint should be upheld. The investigator thought that:

- A call handler said Mr H would get a text message the day before the appointment.
- IG04's text message didn't give a specific time when the appointment was going to take place. The appointment was between 08:00 and 12:00.
- IG04 and the installer should've communicated better.
- The installer came and left before 08:00. That didn't treat Mr H fairly. The installer should've waited at least a few minutes after 08:00 before recording it as a missed appointment.
- Mr H didn't miss the appointment. The cancellation of the policy wasn't fair. So IG04 should refund Mr H.

The investigator recommended that IG04 should:

1. cancel all the charges totaling £238.76 in Mr H's name; and
2. refund the £111.13 he paid at the start of the policy; and
3. pay Mr H compensation of £100.00 for all the stress and inconveniences caused.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr H and to IG04 on 24 August 2022. I summarise my findings:

I was minded that IG04 didn't treat Mr H fairly in relation to the missed appointment. And it wasn't fair to charge him the missed appointment fee of £45.00.

I found it likely that IG04's figure of £195.00 for non-refundable fees was the total of the new business fee of £150.00 and the missed appointment fee of £45.00. So IG04 should deduct the £45.00 from the £195.00 and so from the total of £238.76.

However, I was minded to find that Mr H didn't take the opportunity to get things back on track by calling the number in the 7-day cancellation notice. IG04 or the insurer cancelled the policy because Mr H hadn't contacted IG04 in response to the 7-day notice. So I was minded to find that the cancellation was in line with the policy terms and the WiseDriving terms and not unfair.

Subject to any further information from Mr H or from IG04, my provisional decision was that I upheld this complaint in part. I intended to direct IG04 Partners Limited not to charge Mr H the missed appointment fee of £45.00.

IG04 hasn't responded to the provisional decision

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

- 14 days was a tight time. The appointment was well into the 14 days.
- IG04's installer turned up too early. The installation would've taken about an hour.

The installer did not even wait 5 minutes. He said he might come back but he never did. The installer's unreasonable action shouldn't make Mr H responsible for the cancellation cost.

- He called the installation company within 7 days asking for an appointment. The company didn't have enough appointments available. The first available appointment would be beyond the 14 days. So the company refused to give him any appointment unless iGO4 authorised it.
- It was difficult to contact iGO4. By the time he was able to make contact the insurer, they had already cancelled the policy.
- He had no intention to cancel. They cancelled the policy.
- The breakdown cover should've had a 28- day cooling -off period.
- They referred his case to a debt collector number of times and every time he has had to make calls and emails to stop that. They do not know if he owes anything at all. This has caused significant time lost and stress.
- Since he never had any telemetric device installed, he was not technically receiving any service or cover by them.

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 policy terms included the following:

"YOUR WISEDRIVING DEVICE

It is a condition of this policy that You have a fully operational WiseDriving Device in Use in Your Car and that it remains in Use at all times.

The WiseDriving Device is owned by iGO4 and licensed to You for the purpose of this Contract. iGO4, not the Insurer, is responsible for the installation, operation and removal, if requested, of the professionally fitted WiseDriving Black Box.

...

A WiseDriving Device must be in Use within 14 days of the purchase date of the policy and within 14 days of the date You notify Us of any change to the vehicle under the policy. If a WiseDriving Device is not in Use during this period, We may cancel the policy in accordance with Part 17 General Conditions.

In the case of a professionally fitted WiseDriving Black Box, if You do not attend Your installation appointment, or You cancel the appointment with less than 24 hours' notice, iGO4 may charge a Missed Appointment fee as specified in the WiseDriving Terms and Conditions. "

The policy terms Part 17 general conditions included the following:

"CANCELLATION BY US

General Terms

We or iGO4 may cancel Your policy at any time if there are valid grounds for doing so. Except in the event of fraud or other exceptional circumstances, We will provide

You 7 days' notice of cancellation in writing by e-mail or letter. Reasons for cancellation may include but are not limited to:

...

PROFESSIONALLY FITTED WISEDIVING BLACK BOX

where iGO4 or their appointed installation specialist has been unable to arrange with You to install the WiseDriving Black Box within 14 days of the policy purchase date;

...

A proportionate refund of any premium paid, less agreed charges detailed in the WiseDriving Terms and Conditions will be allowed providing that there has not been a claim made against the policy in the current Period of Insurance."

The WiseDriving Terms and Conditions included fees as follows:

New business	£150.00
Missed appointment	£ 45.00
Cancellation	£ 75.00

The WiseDriving Terms and Conditions also included the following:

"There will be no refund for any additional product that you choose alongside your policy after 14 days from the start date of your policy."

The welcome letter included the following:

"If you miss your appointment, you will be charged a fee of £45, and your policy could be cancelled"

I'm satisfied that when Mr H bought the policy, IG04 made it clear to him that he was incurring responsibility for a non-refundable fee of £150.00 for setting up the black box policy, and he would incur further fees of £45.00 in the event of a missed installation appointment and of £75.00 in the event of policy cancellation.

From the policy documents, I see that Mr H had said his car was usually kept on his driveway overnight.

I've listened to the call recording from 4 August 2021. I note that the installation company confirmed the registration of Mr H's car. The company told Mr H its earliest available appointment was on 12 August 2021. Mr H said he was travelling that day. He agreed to the appointment that day at his home address. But Mr H expressed interest in an earlier day if other customers cancelled appointments.

The company said that, the day before the appointment, it would send a text to say whether the appointment was morning (08:00 to 12:00), middle of the day or afternoon. Mr H gave two mobile phone numbers. The company didn't say it would ring Mr H (unless other customers cancelled appointments).

In his complaint form, Mr H said the following:

"I was also told that the morning appointment will be from 9am to 13 pm or afternoon appointment will be from 13 to 17."

That is not correct. The company had told Mr H that a morning appointment might be as early as 08:00, rather than from 09:00.

His complaint form also said the following:

"I was advised that I will received a call one day before installation to re-confirm time and date..."

That is not correct. The company had said it would send a text. And Mr H later sent us the installation company's text message dated 11 August, by which it said the installation was *"estimated for the morning of 12/08/2021"*.

So Mr H should've been expecting the engineer any time between 08:00 and 12:00.

I find that at around 07:50 on 12 August, the engineer rang both mobile numbers Mr H had given but no-one answered. As he sat in his vehicle, the engineer took a photograph of the screen of his telephone showing those calls.

From a photograph of the front door of Mr H's home, timed at 07:52, I find that the engineer was there at that time. As he had an appointment, I find it more likely than not that he rang or knocked at the door. I also find it likely that he would've noticed whether Mr H's car was on the driveway.

Mr H has told us that he noticed a missed call at about 07:55 and rang the engineer back within 10 to 15 minutes. He hasn't provided any evidence from his phone or phone bill.

I find that – having told him the appointment would be from 08:00 - IG04 was responsible that the engineer didn't wait until after 08:00 before deciding it was a missed appointment.

Mr H has told us that he travelled on a long-haul flight later that day. He hasn't provided any evidence such as a booking confirmation.

From its email of 13 August 2021, I see that IG04 told Mr H he had missed the appointment and it had charged a missed appointment fee of £45.00. It asked Mr H to ring the installation company – and it gave a telephone number and opening hours each day of the week.

From its records, I find that Mr H rang the installation company on the morning of 16 August 2021, but it couldn't give him another appointment because its first available appointment was in late August - after the 14 days would've expired. So it suggested he rang IG04.

I've seen a 7-day notice of cancellation dated 18 August 2021 from IG04 to Mr H. I accept that IG04 sent it by email and by post that day. It started as follows:

"If you have not had your Black Box installed and you do not have an appointment before 25 August 2021 to get your Black Box installed your policy will be cancelled on 25 August 2021.

If you have already contacted our Installation Team and your Black Box is installed before 25 August 2021, your policy won't be cancelled and you do not need to take any action.

If you do not want your policy to be cancelled and you do not have an appointment to have your Black Box installed please call us and we will do our best to help you.

What happens if I don't call?

If we don't hear from you by 25 August 2021, we'll unfortunately have to cancel your policy."

The letter gave a telephone number and opening hours each day of the week. Mr H had known since 16 August that he couldn't get an installation appointment before the 14 days would expire. IG04 was offering to do its best to help him.

I find it likely that IG04 would want the policy to continue. I find it likely that - if Mr H had explained the circumstances of the missed appointment and the waiting time for a new appointment - IG04 would've helped Mr H by authorising an installation outside the 14 days. There's not enough evidence that Mr H rang IG04 between 16 and 25 August 2021.

I've seen a letter dated 26 August 2021. I accept that IG04 sent it by email and by post that day. IG04 confirmed to Mr H that it had cancelled the policy with effect from that date. It said he owed the balance of £238.76.

I think that Mr H sent an email to IG04 on 26 August 2021. IG04 acknowledged that email in a letter dated 27 August 2021. Neither Mr H nor IG04 has sent us a copy of that email.

I've been satisfied that IG04 had made it clear to Mr H when he bought the policy that he had incurred a new business fee of £150.00. I find that this was in line with IG04's terms and not unfair, even after the cancellation.

I consider that IG04 didn't treat Mr H fairly in relation to the missed appointment. And I consider that it follows that it wasn't fair to charge him the missed appointment fee of £45.00.

I find it likely that IG04's figure of £195.00 for non-refundable fees is the total of the new business fee of £150.00 and the missed appointment fee of £45.00. So IG04 should deduct the £45.00 from the £195.00 and so from the total of £238.76.

However, I find that Mr H didn't take the opportunity to get things back on track by calling the number in the 7-day cancellation notice. IG04 or the insurer cancelled the policy because he hadn't contacted IG04 in response to the 7-day notice. So I find that the cancellation was in line with the policy terms and the WiseDriving terms and not unfair.

And I find that the cancellation fee of £75.00 was in line with the WiseDriving terms and not unfair in relation to the administrative cost of dealing with the cancellation.

The insurer had provided insurance cover for about three weeks (and without a black box to monitor how the vehicle was being driven). So – unlike the investigator - I don't find it unfair for IG04 to pass on a charge of £19.90 (which is just under £1.00 per day).

Mr H only had about three weeks breakdown cover. But that was an additional product and I keep in mind that the WiseDriving terms said that there would be no refund for additional products after 14 days. And I find that the charge of £59.99 was in line with those terms and not unfair. There was no 28-day cooling-off period.

As there was a balance due from Mr H, I don't find that IG04 treated him unfairly by instructing a debt collection agent to contact him.

I don't doubt that Mr H suffered upset and inconvenience. But – as he didn't respond to the 7-day notice – I don't find it fair and reasonable to direct IG04 to pay compensation for distress and inconvenience.

Putting things right

Overall, I find it fair and reasonable to direct that the only step that IG04 should take in response to this complaint is not to charge the missed appointment fee of £45.00.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct IG04 Partners Limited not to charge Mr H the missed appointment fee of £45.00.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 November 2022.

Christopher Gilbert

Ombudsman