

## **The complaint**

Mr J complains that IGo4 Ltd cancelled his motor insurance policy when he didn't install a new telematics device in time. He's also unhappy with its level of service and breaches of his data privacy.

## **What happened**

Mr J called IGo4 to change his address, but only a partial address was recorded. IGo4 sent Mr J a confirmation email and new documents with the incorrect address. But he couldn't access these online. IGo4 then sent the new telematics device to the wrong address. Mr J said he didn't receive this until six days after it had been sent. IGo4 cancelled the policy and applied a cancellation charge as it said Mr J hadn't installed the device within the required time. Mr J was unhappy with this and that a neighbour had opened his post.

### *our investigator's view*

Our Investigator recommended that the complaint should be upheld. He thought it was likely that Mr J hadn't received the device until the date he had stated as the address was incomplete. He thought Mr J wanted the policy and knew it would be cancelled if the device wasn't installed. So he saw no reason why Mr J would delay this. He also saw that post was still delivered to an incorrect address after this had been corrected. He recommended that IGo4 should remove any cancellation markers, refund the cancellation fee and pay Mr J £250 compensation in addition to all other offers for the trouble and upset caused.

Mr J thought compensation should be more as the policy had cancelled before the year was completed, so he lost a year's No Claims Discount (NCD). IGo4 replied that it thought the evidence showed that Mr J had received the box before cancellation. It thought Mr J would have contacted it earlier if he hadn't received the device.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr J and to IGo4 on 28 October 2022. I summarise my findings:

I could see that Mr J had raised a previous complaint with IGo4. But I didn't consider that here as it was a separate issue that had already had a response from this service. Instead I focussed on the cancellation of Mr J's policy and the level of service he'd received from IGo4.

I saw photographs of the package sent to Mr J and I thought it was agreed that the address on it wasn't complete as it wasn't directed to Mr J's flat but to the block he lives in. I was satisfied that Mr J provided his correct address to IGo4 when he called it, but it recorded it incorrectly. I could see that Mr J subsequently provided his correct address in an email to IGo4, but it missed the opportunity to correct this.

Mr J received a failed delivery email from Royal Mail. Mr J then contacted Royal Mail about the missed delivery. He arranged for the parcel to be delivered the following day. IGo4 thought he would also have discussed the correct address with Royal Mail. But I couldn't see that Mr J then knew that the address on IGo4's system was incorrect. And Royal Mail's online system wouldn't allow him to change this in any case.

This meant that the device was delivered the next day, as confirmed by a notice on Royal Mail's system, but to Mr J's communal block rather than to his flat. I could see that the delivery photograph didn't have a door number and the delivery wasn't signed for. So I was satisfied that the device wasn't delivered to Mr J as it should have been.

So Mr J waited in all day for no purpose. I didn't know where the device went then. Mr J said he didn't again contact IGo4 to raise a further concern due to its limited contact hours. I thought he could again have emailed IGo4 as he knew the policy would cancel unless the device was installed in time. But, unfortunately, he didn't. And, in any case, his previous email had gone unanswered. So I thought Mr J may reasonably not have had confidence that his emails were being received.

And so Mr J didn't receive the device to complete the installation and avoid the cancellation of his policy. I didn't know when Mr J actually received the device. IGo4 said Mr J had said in an email that he had the device 24 hours before cancellation. IGo4 thought this still gave him time to install the device as it just attached to a window.

But I didn't think that was fair or reasonable. I could see that Mr J emailed IGo4 the day after the policy had cancelled to say that he had only just received the device the previous day. And he explained that his partner was away with the car at the time and so he couldn't attach the device.

IGo4 thought it had correctly cancelled the policy as Mr J hadn't installed the device within the required time. But I was satisfied that this was unfair. This was because I think IGo4 had made the error of not recording Mr J's address correctly. Letters sent by IGo4 to Mr J before the cancellation were returned undelivered, but I hadn't seen that it queried this with him.

I was satisfied that Mr J wanted his policy in place. And I didn't think it was plausible that he purposefully didn't install the device when he clearly knew that not doing so would lead to cancellation.

It was unfortunate that Mr J didn't again contact IGo4 when the device hadn't arrived. But he had rearranged delivery with Royal Mail and didn't receive a further email that the delivery had been unsuccessful. And he emailed IGo4 to check that his address had been correctly recorded. So I was satisfied that IGo4 unfairly cancelled Mr J's policy.

When a business makes a mistake, as I was satisfied IGo4 had done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Our Investigator recommended that IGo4 should remove records of the cancellation and refund the cancellation fee. But I thought IGo4 should also provide Mr J with a letter confirming that the policy was cancelled in error so that he could ask his new insurer to rerate his new policy. The Investigator thought IGo4 should pay Mr J £250 compensation. I thought this recognised the trouble and upset caused. But I didn't think this went far enough in the circumstances.

This was because the cancellation of the policy after nine months meant that Mr J didn't earn a further year's NCD and this would cause him a loss. So I thought IGo4 should compensate him for this. Mr J thought this would affect him for years. But I couldn't say what would happen in future years. And so I thought £250, in addition to the above, was reasonable compensation for this loss.

Mr J was also concerned about breaches of his data privacy. But I couldn't see that IGo4 was responsible for a neighbour opening post addressed to Mr J. And, in any case, I hadn't seen evidence that this caused Mr J any loss. As our Investigator had already said, this may be a matter Mr J would like to raise with the Information Commissioner's Office.

Subject to any further representations by Mr J or IGo4, my provisional decision was that I intended to uphold this 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.

Mr J replied that he accepted my provisional decision. IGo4 replied that it disagreed, but it didn't provide any additional evidence for me to consider. So I can see no reason to depart from my provisional decision.

### **Putting things right**

I require IGo4 Ltd to do the following:

1. Remove any external cancellation markers so that Mr J no longer needs to declare the cancellation and provide Mr J with a letter confirming that the policy was cancelled in error.
2. Refund the £75 cancellation fee.
3. Pay Mr J £500 further in compensation for the distress and inconvenience caused and for the loss of a year's NCD.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require IGo4 Ltd to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 22 December 2022.

Phillip Berechree  
**Ombudsman**