

The complaint

Mr W complains that SEIB INSURANCE BROKERS LIMITED incorrectly debited a duplicate payment from his account and acted unfairly by not agreeing his request to cancel his policy.

What happened

Mr W complained to SEIB after it incorrectly charged him a duplicate premium. After Mr W queried this, SEIB explained that the cause was an issue with its systems and later refunded him the duplicate payment. Mr W requested that his policy be cancelled and asked for a pro-rata refund of the premiums he paid. SEIB pointed to its terms, explaining that Mr W wouldn't get a refund given his cancellation request had been made after the initial 14-day cooling off period had expired. SEIB offered Mr W £50 compensation at the time.

Mr W asked this service to get involved. In the meantime, SEIB agreed to compensate Mr W £100 in order to resolve this matter. Mr W didn't accept this as a resolution, so one of our investigators looked into his complaint. SEIB then decided to offer Mr W the option to cancel his policy and agreed to waive the remaining premiums. SEIB pointed out that it would still charge its £15 administrative fee and that it wouldn't be waiving the vet fees that would be due.

Mr W didn't agree. Our investigator concluded that SEIB had offered a fair resolution. Remaining unhappy, Mr W asked for a final decision – so the complaint has been passed to me.

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 share the investigator's conclusion that SEIB has put forward a fair resolution to this complaint.

SEIB already accepts it made an error when it charged Mr W a duplicate premium. My understanding is that the additional charge has since been refunded. SEIB compensated Mr W £100 because of this. This is a reasonable compensation figure and within the region of what I would've asked SEIB to pay had it not offered anything at all.

The crux of Mr W's concerns is around the cancellation of the policy. Mr W seems to have lost faith in SEIB and wanted to cancel his insurance contract. However, although the terms allow cancellation after the initial 14-day cooling off period expires, under the terms Mr W wouldn't receive a refund. Although Mr W thinks these terms are unfair, I don't find the cancellation terms to be onerous or unusual.

Mr W points to the fact that SEIB issued new terms part way through the policy year. And the amended cancellation terms seem more favourable to him. However, Mr W's policy was taken out prior to these amended terms being issued. So the terms in place at the time his policy came into effect apply – rather than the new terms. I know this is disappointing to

Mr W, but these are the terms he agreed to when he took out the policy.

SEIB recently put forward a new offer to resolve this complaint. I won't repeat the specifics of the offer again given Mr W has rejected this new offer. In my opinion, SEIB has taken reasonable steps to resolve Mr W's complaint – departing from its own terms by agreeing to waive the remaining premiums.

So I think SEIB has done enough to fairly resolve Mr W's complaint. I won't be asking SEIB to do anything further.

Putting things right

Mr W has rejected SEIB's recent offer. If Mr W changes his mind, SEIB should settle the complaint in line with its recent offer. SEIB has already paid Mr W £100 compensation, which I think is fair. So it need not pay him any further compensation.

My final decision

My final decision is that SEIB INSURANCE BROKERS LIMITED has put forward a fair resolution to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 January 2023.

Abdul Ali
Ombudsman