

## The complaint

Mr N complains about the customer service he received from I Go 4 Ltd ('IGo4').

## What happened

The background to this complaint is well known to both Mr N and IGo4. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr N took out a motor insurance policy with IGo4 in September 2021. In early November 2021, Mr N contacted IGo4 to make payment of around £52 due to an issue with his credit agreement being cancelled.

In June 2022, Mr N contacted IGo4 about an outstanding balance that he had been contacted about by a debt collection agency. After Mr N complained, IGo4 confirmed no amount was due and offered £50 to apologise.

Mr N contacted IGo4 in September 2022 as he hadn't received the £50 cheque. IGo4 looked into things and said that the cheque issued had been cashed. It was later identified that this was incorrect and a further amount of £25 was offered (in addition to the re-issuing of the £50 cheque).

As he remained unhappy, Mr N referred his complaint to our Service for an independent review. Our Investigator considered the complaint and recommended that IGo4 pay Mr N £150 to recognise the impact of their actions. Mr N felt this wasn't enough and IGo4 felt it was too much. The complaint has now been referred to me for a final 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.

Although a number of issues have been raised, this decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service. In a recent response, IGo4 referred to two final response letters and our Service considering the entirety of the Mr N's experience. I'd refer to an email from 6 January 2023 when our Investigator asked IGo4 if they consented to our Service considering the entirety of the complaint, IGo4 stated: "*As it's within the six months timeframe, you can investigate this as one.*"

It's important to state here that a large part of Mr N's complaint refers to data protection issues and how his personal data was processed by IGo4. For example, Mr N has asked our Service to comment specifically on GDPR. Any such concerns would be better dealt with by the relevant regulator – The Information Commissioner's Office ('The ICO'). However, my decision will still consider the overall service provided by IGo4 and whether Mr N has lost out as a result.

As IGo4 have accepted that things didn't happen as they should have - by offering £75 and refunding the cancellation fee of £32.54, my decision will only focus on whether they need to do anything further to put things right.

Having carefully considered the arguments put forward by both parties, on balance, I find that IGo4 haven't gone far enough to put things right in recognition of the avoidable trouble and upset their actions caused Mr N. Although IGo4 have pointed to other complaints where lower amounts were awarded and we do have published trouble and upset guidelines: <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>, I'd remind IGo4 that our Service considers each complaint on its' own merits and the referenced are only *guidelines* - not set award amounts.

IGo4 have said that they've already paid Mr N over £100. But I disagree that '*minimal inconvenience*' has been caused. These events happened over the course of a number of months and it's clear that Mr N has been caused avoidable uncertainty and inconvenience by repeated poor service and communication issues. For example, Mr N experienced uncertainty when he was contacted by a debt collection agency and separately he'll have been caused frustration when he was told by IGo4 that he'd cashed a cheque after the initial complaint issues – when he hadn't.

A total amount of £150 (including the £75 already offered, but not including the £32.54 policy change charge) is fair, reasonable and proportionate in the specific circumstances of this complaint. This recognises that IGo4's actions caused avoidable trouble and upset to Mr N.

I'm not persuaded by Mr N's detriment arguments and find this to be a fair and reasonable way to resolve this dispute between him and IGo4. This award isn't intended to indemnify Mr N for any further action (through alternative dispute resolution channels) he has indicated he may be considering against IGo4.

### **Putting things right**

I direct I Go 4 Ltd ('IGo4') to pay Mr N a total of £150 to recognise the impact of their actions on him.

### **My final decision**

I uphold this complaint. I direct I Go 4 Ltd ('IGo4') to follow my direction, as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 2 June 2023.

Daniel O'Shea  
**Ombudsman**