

The complaint

Mrs and Mr H complain about the way Aioi Nissay Dowa Insurance UK Limited trading as Insure the Box ("ANDI") handled queries under Mrs H's motor insurance policy which led to cancellation of the policy.

What happened

The circumstances of this complaint are well known to both parties, so I'll only summarise them here.

- Mrs H took out a policy with ANDI in July 2022.
- Her husband, Mr H and her daughter were named drivers on the policy.
- In August 2022 ANDI requested further information including proof of NCD, confirmation the NCD wasn't used against any other policy or vehicle and an explanation as to why a claim from November 2019 hadn't been disclosed.
- ANDI indicated it would cancel the policy in 10 days if it didn't receive this information.
- Mr H emailed the information requested and advised that Mrs H had been the driver at the time of the accident in November 2019 on a policy in his name.
- On 5 September 2022 ANDI requested Mrs H contact them to add details of the claim that occurred on the policy in Mr H's name. It stated contact must be made by 12 September 2022 days or the policy would be cancelled.
- There was an exchange of emails in which Mr H set out his view that the claim should be associated with the driver not the policyholder. And expressed his concern at the threat of cancelling the policy. He also advised that the fitting of the Blackbox had been cancelled twice and then a fitter arrived just as he and Mrs H were about to leave the house.
- ANDI explained it took the view that as the policy under which the claim was incurred was in Mr H's name it should be declared as a claim against him as the policyholder. And as he was a named driver under this new policy Mrs H should declare one of her named drivers had a claim on a previous policy.
- Mr H advised ANDI he and Mrs H had sourced an alternative policy and raised a complaint. He said they shouldn't be penalised for the way ANDI had dealt with the queries, and that he felt he had no choice other than to cancel the policy as he was concerned at the implications of ANDI cancelling the policy. He says he experienced difficulties in contacting ANDI by phone and there were lengthy waiting times.
- Our investigator upheld part of the complaint. She said ANDI should refund the £20 cost incurred in removing the Blackbox provided evidence of payment was provided. And it should pay Mrs and Mr H £50 to reflect the stress and inconvenience caused by the delayed appointment. However, she didn't think ANDI had done anything wrong in asking for details of the claim under Mr H's previous policy. So didn't make any award for the costs Mrs and Mr H incurred by cancelling the ANDI policy and obtaining a new policy elsewhere.

- Mrs and Mr H didn't agree with the outcome and asked that an ombudsman decide their case.

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've reached the same outcome as our investigator, and largely for the same reasons.

I appreciate Mrs and Mr H have strong feelings on his case and if I don't mention a particular point they've made it isn't because I haven't seen it or thought about it. It's just that I don't feel it necessary to reference it to explain my decision. I hope Mrs and Mr H don't take this as a discourtesy, it's just a reflection of the informal nature of our service.

I have some sympathy with Mrs and Mr H, and for the avoidance of doubt I make no suggestion there was any deliberate attempt to conceal the claim from November 2019. However, I find it reasonable for ANDI to seek clarity and ask why Mrs H hadn't initially declared there had been a claim on a policy held by one of her named divers, Mr H.

The situation became more confused than it might have been as Mr H initially applied for the ANDI policy himself but in the end the application was made in the name of Mrs H. There was a disagreement as to who the claim should be attached to and, in the circumstances of this case, I'm satisfied ANDI acted reasonably. It explained it was important a claim on a previous policy held by one of the named drivers on this policy needed to be declared by the proposer regardless of who was driving the car at the time of the claim.

Ultimately Mrs and Mr H chose to cancel the policy and I cannot reasonably ask ANDI to compensate Mrs and Mr H for the additional costs they incurred in arranging a policy with another provider.

I'm satisfied ANDI gave Mrs H reasonable deadlines for providing information and provided contact options including live chat as well as phone contact. And Mrs and Mr H haven't provided any evidence of a series of unanswered calls.

I also agree with our investigator that there were service failings by ANDI around the fitting and removal of the Blackbox.

Putting things right

ANDI should cover the costs incurred by Mrs and Mr H in removing the Blackbox and pay £50 in recognition of the service failings when fitting the Blackbox.

My final decision

I uphold this complaint and require Aioi Nissay Dowa Insurance UK Limited trading as Insure the Box to pay Mrs and Mr H £20 to cover the cost of removing the Blackbox provided a receipt is provided. And it should pay £50 in recognition of its service failing around the fitting of the Blackbox.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 17 July 2023.

Martyn Tomkins
Ombudsman