

The complaint

Mrs C is unhappy she's been charged by One Call Insurance Services Limited (One Call) after she tried to cancel her insurance policy renewal.

What happened

Mrs C was insured via One Call insurance for a number of years for her landlord's property insurance.

The policy was due for renewal in October 2022. Mrs C was unhappy with the price, so decided not to renew. Mrs C tried to stop the renewal, but her policy was renewed so she cancelled her direct debit instead.

One Call subsequently arranged cancellation of the policy, but initially said a cancellation fee, broker fee and time on cover was payable. Mrs C complained to One Call and they removed the cancellation and broker fees but said the time on risk was still payable to them.

Mrs C paid the amount One Call said was due, but as she remained unhappy, she approached this service.

Our investigator looked into things and upheld the complaint. She said Mrs C had shown she made reasonable attempts to contact One Call to stop her renewal. As Mrs C had already paid the amount One Call said was due, she recommended this should be reimbursed.

One Call didn't agree. They said Mrs C hadn't contacted the right area of the business and should have used either the live chat function, or the numbers in her renewal documents.

As an agreement couldn't be reached, the case was passed to me to decide.

I issued a provisional decision, whilst I reached broadly the same outcome as the investigator, there were some additional things I was minded to direct One Call to do to put things right. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"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 broadly the same outcome as our investigator, but there are additional things I'm minded to direct One Call to do to put things right. So, I'm issuing a provisional decision, to give both parties an opportunity to comment on my provisional findings before I reach my final decision.

One Call says Mrs C should either have telephoned them or used the live web chat service to stop her renewal, as outlined in her renewal documents. But as she didn't, the policy was renewed.

When the policy was later cancelled, One Call said Mrs C needed to pay them £104.42. This was made up of:

- Costs for days insured £18.43*
- Broker fees £30*
- Cancellation fees £55.99*

After Mrs C complained to One Call, they removed the broker and cancellation fees, but said the £18.43 was still payable to them – and whilst she didn't agree, Mrs C paid One Call this by cheque on 3 January 2023.

Mrs C has explained that she tried to call One Call prior to renewal but wasn't able to get through. She also tried to use the webchat function, but this didn't work or recognise her as a customer either.

As Mrs C was unable to get through on either of these methods, she contacted One Call using email. Mrs C has provided copies of the emails with One Call's agent, and this has also been shared with One Call. These emails are from shortly before the renewal date.

During this email contact, Mrs C explained to the agent that she'd tried to telephone but she'd not been able to reach anyone. And that she'd tried to use the webchat as directed but it didn't work. So, she asked if the agent could arrange for someone to call her. The agent advised that the relevant team weren't contactable via phone, therefore someone wouldn't be able to call her. They said to use the webchat instead.

Mrs C explained that this wasn't working, and again asked for someone to call her. The agent said One Call didn't use the phone, and again to use the webchat. Mrs C again reiterated the issues she was having, and the agent again said phone wasn't an option.

I think it's clear here that Mrs C made reasonable attempts to contact One Call to stop her renewal going ahead, prior to the renewal date. She also explained the issues she was having but was directed to the webchat despite saying this wasn't working. She was also told that the relevant team didn't use the phone either, several times.

One Call says that Mrs C contacted the wrong area of the business and should have used the number in her renewal documents, or the webchat. However, the reason why Mrs C was contacting One Call by email was due to not being able to reach anyone by phone, and the webchat not working.

Given Mrs C explained this to One Call, but wasn't provided with any further assistance, I don't think she acted unreasonably by cancelling her direct debit.

As I'm satisfied Mrs C made reasonable attempts to contact One Call, prior to renewal, to stop it going ahead, I don't think One Call has acted fairly by treating the policy as if it did renew and asking Mrs C to pay time on cover. Therefore, unless anything changes as a result of the responses to my provisional decision, I'm minded

to direct One Call to reimburse the £18.43 it received from Mrs C. 8% simple interest should also be added from date of payment to date of reimbursement.

In addition, as I think Mrs C made reasonable attempts to stop the renewal ahead of the renewal date, One Call should also remove any records of the cancellation for non-payment internally and externally, and ask the insurer to do the same."

Therefore, I was minded to uphold the complaint and to direct One Call to reimburse Mrs C £18.43 with 8% simple interest added, and to remove any records of cancellation for non-payment internally and externally, and ask the insurer to do the same.

The responses to my provisional decision

Mrs C responded accepting my provisional decision.

One Call responded but they didn't agree. They said, as they'd mentioned previously, Mrs C contacted the incorrect area of One Call. They said Mrs C should have known she was incorrectly contacting the commercial insurance area when she doesn't hold commercial insurance.

Additionally, One Call said they have previously made it clear which methods of contact Mrs C needed to use to reach the relevant area, and they don't agree Mrs C struggled to reach them. They also said their agent had directed Mrs C to the right area.

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.

And I've thought carefully about the provisional conclusions I reached. Having done so, my final decision remains the same as my provisional decision, and for the same reasons.

The points One Call has provided in response to my provisional decision are points they've made previously. So, they were taken into account when I reached my provisional decision.

But to reiterate, Mrs C was unable to reach One Call via telephone or webchat, and that's the reason she contacted One Call by email instead. She explained this to the agent at the time, so I don't agree with One Call's assertion that Mrs C couldn't have struggled to reach them as the information provided demonstrates otherwise. The agent also said the relevant team didn't operate via the phone, and Mrs C explained she was unable to use the webchat as it wasn't working.

I'm satisfied Mrs C made reasonable attempts to contact One Call, prior to renewal, to stop it going ahead. Mrs C explained the problems she was having, and asked One Call's agent for assistance, but wasn't provided with any, so she cancelled her direct debit instead. As outlined in my provisional decision, and on this basis, I don't think One Call has acted fairly by treating the policy as if it did renew and was cancelled mid-term with associated time on risk charges.

Whilst it doesn't change anything overall or my reasoning or decision, One Call has said Mrs C should have known she wasn't a commercial customer as she didn't have a commercial policy. Therefore, they say she must've known she was contacting the wrong area.

However, I also note Mrs C's policy was a landlord policy, and one of the documents One Call sent us titled *Information Booklet Home Insurance* says *One Call Commercial – for all business requirements, landlord and van insurance*. Therefore, whilst One Call say it should have been obvious Mrs C had contacted the wrong area, I don't entirely agree as the documents do say landlord insurance should be dealt with by One Call *Commercial*. But in any event, like I say, this doesn't change anything overall, the reasoning or the outcome I've reached.

My final decision

It's my final decision that I uphold this complaint and direct One Call Insurance Services Limited to:

- Reimburse Mrs C £18.43
- Add 8% simple interest* from date of payment to date of settlement
- Remove any records of cancellation for non-payment internally and externally, and ask the insurer to do the same

*If One Call Insurance Services Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mrs C how much it's taken off. It should also give Mrs C a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 19 April 2023.

Callum Milne
Ombudsman