

The complaint

Ms D complains U K Insurance Limited trading as Churchill Car Insurance (UKI) unfairly cancelled her motor insurance policy.

What happened

In May 2023, Ms D took out a policy with UKI to start in June 2023. A condition of the policy was she needed to download and register on an app that tracked her driving.

Ms D was sent a welcome email on 24 May. The email explained she was required to download and register on the app within the first 7 days of the policy start date.

As Ms D hadn't done this, UKI sent an email on 29 May reminding Ms D to do this and explaining, if she failed to do so, her policy would be cancelled. It also sent a letter on 12 June which explained Ms D's policy was going to be cancelled but she could prevent this by activating the app and calling UKI before 26 June otherwise it'd be cancelled on that date.

As Ms D didn't activate the app and call UKI, her policy was cancelled.

Ms D complained about this to UKI. It didn't uphold Ms D's complaint, so she brought the matter to this service. She feels UKI is at fault here and says the email of 29 May and letter of 12 June weren't sent as UKI has said. Further, she feels UKI should've done more to contact her before cancelling the policy given the severity of its impact.

An Investigator looked into matters and felt UKI had acted fairly. So, they didn't uphold Ms D's complaint. Ms D disagreed, so this complaint has been passed to me to decide.

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.

Where there's a dispute about what happened, I've based my decision on what I think's more likely to have happened in light of the evidence.

I recognise I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I've given careful consideration to all of the submissions made before arriving at my decision and I'm satisfied I don't need to comment on every individual argument to be able to reach what I consider to be a fair outcome.

Having done so, I must tell Ms D that I think the Investigator has reached a fair outcome here. So, I don't uphold her complaint in this matter. I'll explain why.

I've considered the policy documents as well as the emails and letters sent by UKI about Ms D's insurance policy. The terms and conditions state the following.

'When you purchase your policy, we will send a link to the email address you have provided, which will enable you to download the [app]. You will need to follow the instructions provided to register your account on the [app]. You must ensure that you enable the location services on your mobile device and configure your mobile device settings as per the instructions provided upon registration of the [app]. You must ensure that you download and register your account on the [app] within 7 days of your policy start date or we reserve the right to cancel your policy. This may affect your ability to purchase insurance in the future.'

The welcome email sent to Ms D on 24 May was clear – Ms D was required to download and register on the app as a condition of her policy and a failure to do so may result in her policy being cancelled. UKI has also shown Ms D was sent a reminder email about this on 29 May.

Ms D's policy, like most other motor insurance policies, allows UKI to cancel it on giving seven days' notice. It states:

'We can cancel the policy at any time if we have a valid reason. If we have to do this, we'll give you at least 7 days' notice. We'll send our cancellation notice to the latest address we have for you...'

We'll only cancel the policy if we have valid reasons for doing so. For example:

- *If you've failed to co-operate with us, or send us information or documentation as described in your policy, and that has affected our ability to process your claim, or deal with your policy...'*

As Ms D hadn't downloaded and registered on the app, UKI sent her a cancellation notice on 12 June in the post. The notification said her policy would be cancelled if she hadn't downloaded the app or contacted UKI before 26 June.

UKI has shown it sent the communications to Ms D's correct email and postal addresses and, from the evidence I've seen, I don't have any reason to doubt they were sent. I say this because the records for the emails and letter she did receive reflect the same information and have been recorded on UKI's system in the same way as those she says she didn't. So, whilst I understand Ms D says she didn't receive the email of 29 May or letter of 12 June, I haven't seen any evidence this is because of anything UKI got wrong. Further, I'm satisfied the sales journey, policy documents and correspondence she acknowledges receiving had made it clear the app must be downloaded and registered by Ms D and UKI reserved the right to cancel the policy if she didn't.

Taking everything into account, I'm satisfied UKI acted within the policy terms in cancelling Ms D's policy because of her failure to download and register on the app. And it did so fairly and reasonably.

I recognise Ms D will be disappointed with this outcome. But my decision ends what we – in trying to resolve her dispute with UKI – can do for her.

My final decision

For the reasons set out above, I don't uphold Ms D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms D to accept or

reject my decision before 26 December 2023.

Rebecca Ellis
Ombudsman