

## **The complaint**

Mr E complains One Call Insurance Services Limited (“One Call”) hasn’t refunded his motor insurance premium as it had agreed to do.

## **What happened**

The circumstances of this complaint are well known to both parties, so I’ve summarised events.

- One Call sold Mr E a motor insurance policy in September 2023. But when the policy documents arrived the next day, Mr E said they didn’t match what had been agreed regarding the renewal.
- Mr E asked for the policy to be cancelled. One Call did so and agreed to refund the premium. It also paid £50 to recognise the inconvenience this had caused.
- But approximately a week later, Mr E contacted One Call to say he hadn’t received the refund of the premium, though he’d received the £50 compensation.
- One Call provided Mr E with the last four digits of the card it had refunded the premium to (the compensation had been paid to a different card). But Mr E said he’d never had a card which ended with these digits.
- It came to light the refund had been paid via a mobile payment service linked to a card that One Call said Mr E had used to pay for his 2022 policy – which is why it held the bank details and could issue a refund to it.
- One Call said the four digits it shared with Mr E related to the mobile payment service virtual card - which isn’t a debit or credit card. It said this would explain why Mr E doesn’t have a physical card ending in the same four digits.
- Mr E provided evidence to show the refund hadn’t been credited to his credit card or debit account. He stressed he only used his credit card for online transactions, and so, he wasn’t satisfied with One Call’s explanation about him having used a mobile payment service to pay for a previous policy.
- Mr E’s credit card provider indemnified him the missing refund and has sought to claim this back from One Call.
- In the course of its dealings with Mr E, One Call paid a further £50 compensation, but Mr E said £100 compensation didn’t reflect the difficulties he’d experienced, and the time spent dealing with the matter. So, he brought a complaint to this Service.
- An Investigator considered it but didn’t uphold it. She was satisfied, based on the available evidence that One Call had refunded the premiums to the bank details it held for Mr E. And she said the compensation was in line with awards this Service makes.

- Mr E disagreed, and so, the complaint has been passed 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.

Having done so, I agree with the outcome our Investigator reached. Mr E has provided a wealth of information. I want to assure him I have reviewed all the information provided by both parties, but I will only comment on that which I consider to be relevant to determining the complaint. This isn't meant as a discourtesy but reflects the informal nature of this Service.

The issue to be decided is whether One Call more than likely made an error when initially processing the refund, and if it did, whether the compensation it has paid reasonably reflects the difficulties Mr E says he experienced as a result.

One Call has provided information which shows a refund was made to a card ending in the same four digits as the card used to pay for Mr E's policy in 2022 – which was done via mobile payment service. So, on its face, it appears the refund happened in a timely manner.

But Mr E says he never received this refund and has raised a number of concerns about this transaction which he says proves the refund wasn't received by him, and was, in his opinion, paid to an incorrect party.

In summary, Mr E has said:

- He wouldn't have paid for the 2022 policy using a mobile payment service as he always uses his credit card for online transactions – and so, he doesn't understand why One Call holds alternative card/payment details.
- He disputes taking a policy out in September 2022, saying he was abroad at the time the policy was said to have been taken out. And he's provided evidence which shows a payment wasn't made from his credit card to One Call around this time.
- One Call hasn't provided the entire card number, despite numerous requests from him for this information.
- His banks have confirmed a refund wasn't received on or around the date the refund was said to have happened.

So, I've considered these arguments and weighed them up against the information I have from One Call which shows it made a payment using bank details he'd used to pay for his 2022 policy.

First, I accept Mr E most likely didn't receive the initial refund to the credit card or debit card accounts he's mentioned – as he's provided evidence from these two banks to show a refund wasn't received on or around the date One Call said it refunded the premium. However, the absence of credits to these accounts isn't evidence of the refund having not been made to other accounts. So, while I take it into account, I don't consider it irrefutable evidence of Mr E having not received the refund.

I appreciate Mr E has put forward the argument that he didn't pay for a policy with One Call in 2022 – but the evidence suggests otherwise. I say this because he's told us:

*"I did stress to One Call that I did not pay via [mobile payment service] a year earlier – I actually paid via the same credit card that the premium was paid on 12/9/2023."*

Here, Mr E acknowledges he had a policy the year before and that it was paid using his credit card. I've also seen policy documentation in his name for the year 2022, along with the 2023 renewal letter – all of which indicates he had paid for a policy with One Call in 2022.

I appreciate Mr E alternatively says he didn't pay for the 2022 policy with One Call using the mobile payment service – which is why he's unhappy it has issued a refund via this means. But the information I have from One Call shows the premium for 2022 was paid using a card which differs to the credit card he'd used to pay the 2023 premium with – and was via the mobile payment service. If Mr E only uses his credit card for online transactions, it's unclear to me why there isn't evidence of him paying for the 2022 policy by this means. But in any event, the absence of a payment to One Call on his credit card statement doesn't mean he didn't pay for a policy another way.

I understand Mr E is unhappy One Call wouldn't share the entirety of the card number used to refund the premium, but I'm not persuaded it not doing so changes the outcome. One Call does have a duty to protect consumers' sensitive information, and its decision to only share the last four digits was in line with this. It's common practice for only the last four digits of a card to be revealed in any transaction, and so, One Call hasn't treated Mr E unfairly in withholding the rest of the card number. In any event, One Call had explained to Mr E that the card number isn't going to correlate to a physical card he holds as it's a mobile payment service generated card number.

On balance, whilst I appreciate Mr E's strength of feeling, I don't have enough persuasive evidence to show One Call made a mistake when initially refunding the premium. He hasn't shown the 2022 policy was paid using a different method, or that he didn't take the policy out. So, I'm satisfied the refund was more than likely made using the payment details provided to pay for the 2022 policy. And I don't consider that to be unreasonable in the circumstances.

One Call has paid £100 compensation for the difficulties connected to cancelling the policy and I'm satisfied this is fair and reasonable in the circumstances. So, I won't be directing it to pay an additional amount.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 25 April 2024.

Nicola Beakhust  
**Ombudsman**