

The complaint

Mr V complained that his broker, One Call Insurance Services Limited (“One Call”), didn’t provide him with the option to cancel the automatic renewal of his policy online via its portal.

What happened

When Mr V initially took out his policy it contained an auto renew feature for future policy renewals. Mr V hadn’t switched off this feature.

However, when Mr V was informed of how much his new policy would cost, he decided he didn’t want his policy to auto renew, and he tried to opt out via the online portal. He wanted to take out cover with a cheaper provider.

One Call said the online opt-out feature is disabled 21 days before the renewal date and it sign posts alternative ways to opt out, such as ringing One Call’s helpline or using its online chat facility.

Mr V thought this was unfair. He said the policy stated the opt-out of the renewal could be done via the online portal. He thought One Call did this to make it harder for customers to leave and he thought it was underhand.

Our investigator decided not to uphold the complaint. He thought Mr V had been inconvenienced when he tried to opt out of his renewal. However, he thought the apology One Call made was sufficient in the circumstances. Mr V disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 31 January 2024. I said:

Mr V asked for One Call to be told to stop what he thinks is an underhand practice. It’s not the role of our service to dictate to insurers and brokers on how to design its processes. However, we can look at the process that’s impacted Mr V. If I think it has placed him in an unfair position, then I’m able to award compensation or ask for any financial losses to be reimbursed.

I’ve started by checking what the policy booklet informs Mr V what his rights are under the policy. The policy states:

“How to Decline an Automatic Renewal

Where possible we will automatically renew your insurance policy as long as we hold valid payment details. However, if at any point you would prefer to opt out of automatic renewal you can do so in your customer portal, via phone, via live chat or in writing to One Call Insurance...Please let us know at least five days before the renewal is due. You must tell us on or before your renewal date that you do not want to go ahead with the renewal. Any

request to cancel your renewal after your renewal date will result in a charge of £35.99 as well as any time on risk charge made by your provider”.

I can see Mr V's renewal was sent on 23 October. When Mr V went to disable the auto renewal the online process wasn't available to him. One Call explained why this was so. It has explained its process wouldn't work if it allowed online opt outs in the 21 days leading up to renewal.

However, its policy doesn't say this. Its policy states Mr V could opt out of the renewal anytime up to 5 days before the renewal date. The policy states an online option is available. As this option wasn't, I don't think One Call has provided the service it explained in its policy. Therefore, I intend to uphold this complaint.

Not wanting his policy to renew, Mr V tried alternate routes to opt out. He found his calls weren't answered. One Call have acknowledged it was trying to train more people on its call centre to alleviate this issue. Mr V finally opted out via the online chat. I think Mr V has been inconvenienced as the channel he wanted to use wasn't available to him. He experienced long wait times. Therefore, I intend that One Call pay Mr V £150 compensation for the distress and inconvenience he's experienced.

I don't think Mr V has incurred any additional charges. But if he has, One Call should also reimburse these. As I said I can't advise One Call to change its process, but it does appear inconsistent with what its policy sets out.

Responses to my provisional decision

Mr V accepted my provisional decision. He provided some additional information which supports my original decision.

One Call didn't say specifically whether it accepted or rejected my decision. However, it said it didn't understand why the decision was different to that set out by our investigator. One Call said *“we would maintain Mr V had maintained the ability to cancel online by utilising the live chat service, in addition there were alternative methods provided in order to cancel the renewal. I would also note in the previous decision it was highlighted Mr V was unable to provide any evidence of the time spent attempting to contact the chat service to cancel or the calls attempted. Based on this I cannot understand why the view has changed to this effect as we maintain an apology was sufficient”.*

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.

As neither party has provided any new information, I see no reason to change my original decision. As I explained in my decision, I think Mr V has been inconvenienced as the online channel he wanted to use was no longer available to him. I don't think One Call made this clear to Mr V in its policy documentation or when the policy was sold.

My final decision

My final decision is that I uphold this complaint. I require One Call Insurance Services Limited:

- Pay Mr V £150 compensation for distress and inconvenience

- Reimburse any additional charges if any have been incurred (if they haven't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 14 March 2024.

Pete Averill
Ombudsman