

The complaint

Miss C's complaint is about the service she received in relation to a gadget insurance policy she had taken out through POLICY EXCESS INSURE LTD trading as Nova Direct ('PEX'), who arranged the insurance.

What happened

Miss C's complaint is that she set up an account for her gadget insurance policy and incorrectly entered her details twice. She said she had difficulties checking this with PEX and they acknowledged that she could not check for this herself.

Miss C also said that she wanted to pay the amount outstanding for the insurance and did so in accordance with the deadline given to her by the insurer of that policy, but a claim was issued against her for this despite her having made payment. She says the claim issued against her was for an alleged claim she had never made and that she has found it impossible to communicate with PEX about this as the phone number is automated, the chat facility barely works, and no email address is apparent.

Miss C has also said she's unhappy with the lack of communication on PEX's part about incorrect payment details being recorded on her account.

She's also made reference to having to pay an additional amount and taking her name off a register. In addition, she says that when she spoke to a claim handler at PEX, they kept interrupting her and did not provide the level of service she expected.

PEX have said that Miss C took out gadget insurance through them in January 2023 to cover an Apple iPhone. They say that Miss C opted to pay an annual premium, taking out credit to do so. PEX say they sent her this credit agreement by email in January 2023.

Later that month, PEX say they were notified by the credit provider that the bank details supplied by Miss C were incorrect. PEX say sought to correct this by contacting Miss C about the situation. In February 2023 PEX say Miss C supplied bank details but these were identical to the incorrect details previously supplied by her which were incorrect. As a consequence her payments for February and March 2023 failed.

PEX say they contacted Miss C on six occasions in March to request payment but nothing was received from her. Following this Miss C made a request to cancel her gadget insurance policy. PEX advised her that the policy stated that if she opted to pay her annual premium on a monthly basis, she would need to settle any outstanding finance prior to the cancellation being processed. A form was sent to her to complete following which PEX said they would get in touch to arrange the settlement of the finance.

PEX say that Miss C raised a complaint with them about the cancellation fees that were charged in accordance with their fees and charges policy and the fact that the account was not closed because the finance had not been cleared. PEX say Miss C appears to object to their chasing for failed payments in arrears and the fact that the finance has not been cleared. PEX have since gone on to pursue Miss C for the money they say they were owed

and obtained judgment against her. They've also confirmed that they have been unable to locate any recordings of calls with Miss C.

Our investigator considered the service Miss C says she received and didn't find any evidence that PEX had done something wrong. Miss C doesn't agree so the matter has been passed to me to determine.

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 won't be upholding Miss C's complaint. I'll explain why. Before I do, it's important for me to make clear to both parties that I won't be addressing whether PEX were entitled to pursue Miss C for the sums they did as this was a matter that was a matter that was determined by a Court. Any issues associated with those proceedings as well as the outcome of them will not be considered by us as they have already been considered by a Court. And any enforcement measures being sought in respect of the judgment obtained by PEX are likely to fall outside the remit of what I am able to consider.

In this complaint, I'm considering the level of service provided by PEX in relation to the issues Miss C has raised.

Miss C has said there was an issue with the way in which her gadget insurance account was set up in that it was set up twice. She said she had difficulties checking this with PEX and they acknowledged that she could not check for this herself. She also makes reference to speaking to a claim handler at PEX, and that they kept interrupting her and did not provide the level of service she expected. I don't know if this conversation is related to the reference Miss C makes to her account being duplicated and I haven't got any further details of this call or what conversations took place between Miss C and PEX about this specific issue. PEX have said they have no call recordings to provide as none of the calls that appear to have been made between them and Miss C connected in March 2023. Of course, I can't be sure if the call that Miss C refers to took place then, but the investigator did ask Miss C for further information about what she'd said in respect of a call with PEX, but she didn't reply. Without any further detail about what Miss C says PEX did wrong, both in relation to a duplication of her account and the way she feels she was spoken to, I can't reasonably say that PEX did anything wrong.

Turning now to what Miss C has said about the lack of communication on PEX' part about incorrect payment details being recorded on her account; I can see that PEX did contact Miss C both when the incorrect payment details were identified to be incorrect by the credit provider and six times after that. As such I'm not persuaded that PEX didn't do enough to ensure correct payment details were set up on Miss C's account.

Although it is not appropriate for me to determine PEX' entitlement to the amounts they have claimed from Miss C because a Court has already determined this, I have thought about whether Miss C was provided with information about what would be required of her if she opted to cancel her policy early. I can see that the terms of the policy state:

"If you've opted to pay your annual premium on a monthly, taking out Premium Finance to do so, and you request cancellation 14 days or more from the date of purchase then you will be required to pay all outstanding Premium Finance amount prior to completion of cancellation."

This isn't a significant or unusual term so I wouldn't expect PEX to have drawn it to Miss C's

attention when she took the policy out, but it was contained within the policy terms, which I'm satisfied were supplied to Miss C when she took out the cover. So, I think PEX did give her enough information at this point to make clear what would happen if she cancelled the policy early, as she did in this case.

The remainder of Miss C's complaint points noted above relate to the litigation between the parties or the communications between them in respect of it. As I've explained above it's not appropriate for me to investigate this and as such, I will not be commenting on those points any further.

My final decision

For the reasons set out above, I don't uphold Miss C's complaint against POLICY EXCESS INSURE LTD trading as Nova Direct.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 28 June 2024.

Lale Hussein-Venn
Ombudsman