

## **The complaint**

Ms F complained that her property insurance automatically renewed by Urban Jungle Services Ltd (“Urban Jungle”) when she didn’t want it to be.

## **What happened**

Ms F said Urban Jungle had taken money out of her account on two separate occasions to renew her annual insurance policy. She said she had cancelled her policy previously in 2023 and separately with a customer call agent. Ms F said she hadn’t expected her policy to renew and acquired another policy with a different insurer for her home at a cost of £169.12. She says she wants this refunded and compensation for the distress she’s suffered.

Urban Jungle explained in its final response to Ms F that the policy was set-up as an auto-renewal policy. It sent Ms F all the policy details so she could check it met her needs. Urban Jungle said it hadn’t got any record of Ms F trying to cancel her policy. It also said it had sent Ms F several password re-sets, so she could access and manage her account online.

Our investigator decided not to uphold the complaint. He didn’t see evidence that Urban Jungle had done anything wrong. He thought the documentation shared at the point of sale was appropriate and thought Urban Jungle had evidenced there hadn’t been any requests to cancel the policy. Ms F disagreed, so the case has been referred to an ombudsman.

## **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.

I’ve considered the sales journey Ms F followed in buying her policy. Urban Jungle have shared screen shots of the process she followed. She bought her policy online. I can see that the auto renewal aspect of her policy was described on these online screens as Ms F accepted the policy.

I appreciate Ms F has since said she didn’t know what an auto renewal policy is. However, I think if this was the case, it was Ms F’s responsibility to understand what she was buying before she did so. So, I can’t see that Urban Jungle did anything wrong here.

The policy document that Ms F received after buying the policy explained the auto renewal characteristic of the policy. I’m sorry to hear that Ms F was unwell when she received her policy. She said this meant she didn’t have opportunity to take advantage of the 14-day cooling off period to cancel her policy. However, I’ve seen no evidence that Ms F tried to explain this to Urban Jungle at a different time or tried to cancel the policy. Ms F would’ve also had two further opportunities to read the policy details and take advantage of the cooling off period during the 2022 and 2023 renewals.

I appreciate the policy document can be difficult for some people to understand. However, I still think it’s the customer’s responsibility to say that they don’t understand something and ask for help either by a friend or by the company selling the product. Unfortunately, as Urban

Jungle weren't aware of any issues Ms F had understanding the policy or the auto renewal clause, it wouldn't be fair for me to say Urban Jungle has done anything wrong.

Ms F said she cancelled her policy through a call agent. Urban Jungle has explained it only allows amendments to its contracts online, so Ms F wouldn't have been able to make any changes through a call agent. So, I'm persuaded Miss F couldn't have cancelled her policy this way.

Ms F said she had tried to access her account online and wasn't able to. She said she requested password resets for her account but never received these. Urban Jungle have provided evidence that it sent Ms F password re-sets on at least six different occasions. So, I'm persuaded Ms F could've logged on if she had wanted to. I'm not aware of Ms F informing Urban Jungle that she didn't understand how to log on.

It's possible Ms F tried to communicate with Urban Jungle via a "no-reply" email address. Urban Jungle wouldn't have been able to read any of the responses to this address. So, again, I can't hold Urban Jungle accountable for any error, as the email address was clearly marked as no reply.

I haven't seen any evidence that Urban Jungle has done anything wrong. I haven't seen any evidence of the additional policy Ms F says she has bought. She hasn't provided this to Urban Jungle or our service. However, if Ms F did accidentally buy a second policy without knowing she had the first one, she would be "*dual insured*".

In these situations, our service thinks it's fair both insurers refund 50% of the premium for any overlapping cover. This is because if a claim was made in this period, both insurers would only be liable for 50% of any pay out. Therefore, if Ms F can provide evidence of dual insurance to both insurers, she can recover her additional outlay. I have no reason to doubt Urban Jungle wouldn't consider this if it is presented with it.

In summary, as I don't think Urban Jungle has done anything wrong, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Urban Jungle Services Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 2 January 2025.

Pete Averill  
**Ombudsman**