

The complaint

Mr J complains that Trinity Lane Insurance Company Limited incorrectly recorded that it cancelled his motor insurance policy.

Where I refer to Trinity Lane, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In 2024, during the course of taking out a motor insurance policy, Mr J was informed that there was a policy cancellation recorded against him from 2021 by Trinity Lane.

Mr J raised a complaint as he believed that he'd cancelled his policy with the broker.

Trinity Lane said Mr J provided incorrect information when he took out the policy, so it cancelled it.

Mr J brought his complaint to our Service. But our Investigator was persuaded that Trinity Lane cancelled the policy and had informed Mr J of this at the time. He based this opinion on the call notes provided by Trinity Lane.

Mr J didn't agree, so the complaint was passed to me to decide. And as I'd received new evidence, I issued a provisional decision as follows.

My provisional decision

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've also listened to recordings of the calls that Mr J had with the broker in March 2021.

Having done so, I've reached the same conclusion as our Investigator and for broadly the same reasons. I'll explain why.

After taking out a motor insurance policy online, Mr J was contacted by the broker for information to validate his policy. He spoke to them on the phone to raise concerns as he'd found some negative reviews online and he wasn't sure if he wanted to remain insured through them.

I've listened to the recording of this call. And whilst Mr J expressed concerns and said he may cancel; he decided not to. He was informed that further information was needed to validate his policy which he provided. He was told he'd receive a call back.

Mr J spoke to the broker again later that day and I've listened to the recording. Mr J says he'd received a message saying his policy will be cancelled. He was asked questions about

some discrepancies with the information he'd given including the address, occupation, date the vehicle was purchased, mileage, and level of cover.

Mr J provided clarification around why he'd answered the questions the way he had. Based on this information, the broker explained that Trinity Lane was no longer prepared to offer Mr J a policy and confirmed that it would be cancelled.

Mr J asked for an explanation of why Trinity Lane was cancelling the policy and he was told this was because he'd given incorrect information. He explained that he hadn't understood what was being asked of him. But when the broker asked why this was, Mr J said it didn't matter and proceeded to pay for his time on cover and the cancellation fee.

I understand that Mr J raised a complaint the following day. And he was refunded the cancellation fee as a gesture of goodwill.

Based on the information provided, I'm satisfied it was Trinity Lane that cancelled this policy, not Mr J. And that this was made sufficiently clear to him at the time. As such, I'm not persuaded the information recorded against Mr J is incorrect.

Responses to my provisional decision

Trinity Lane confirmed it has nothing further to add.

Mr J didn't respond.

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 had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 December 2024.

Sheryl Sibley
Ombudsman