

The complaint

Mr H is unhappy One Call Insurance Services Limited (One Call) automatically renewed his car insurance policy.

What happened

Mr H took out car insurance with One Call in May 2020. The policy was due for renewal in May 2021. Mr H says he called One Call before the renewal date and told it he no longer wanted cover as he'd found a cheaper policy elsewhere. So, he asked One Call not to renew the policy. But that didn't happen and the policy renewed. And as Mr H had cancelled his direct debit to pay for the policy, the insurer didn't receive any payments, so it cancelled the policy and recorded a cancellation marker against Mr H. Mr H says the cancellation record has affected his ability to obtain future insurance and he's had a number of policies cancelled as a result of the original cancellation marker placed against him. So, he complained to One Call.

One Call didn't think it had made a mistake when it renewed the policy. But upon receiving evidence from Mr H that he'd arranged cover elsewhere in May 2021, it agreed to speak with the insurer to backdate the date of the policy cancellation and refund some of the premiums he'd paid towards the cover. Mr H remained unhappy so referred a complaint to this Service.

Our Investigator upheld the complaint. She said One Call didn't follow Mr H's instruction not to renew the policy. She said One Call wasn't responsible for adding or removing any cancellation markers against Mr H- that was the role of the insurer. But One Call should pay Mr H £200 in compensation for the trouble and upset caused.

One Call disagreed with the Investigators findings. It said there was no record Mr H asked for the policy not to renew. It acknowledged Mr H had called it before the renewal date but this was to discuss the price of the cover. It also said it wrote to Mr H after he called it letting him know the policy would renew. And then again letting him know the policy would cancel if he didn't contact it. So, it asked for an Ombudsman to consider the complaint.

Mr H didn't respond to the Investigators findings.

I wrote to Mr H explaining I was minded not to uphold the complaint. I explained One Call didn't have a copy of the call Mr H made to it in May 2021, so I couldn't hear exactly what was discussed at the time. But I'd seen a system note detailing the call and it appears the conversation was around the price of the policy. I can see Mr H was offered a discounted renewal price and updated renewal letters were sent to him the same day. Had Mr H asked One Call not to renew the policy like he says he did, I wouldn't have expected updated renewal letters to have been sent to him. So, on balance, I wasn't satisfied One Call had been asked not to renew the policy.

I also said I could see One Call sent letters to Mr H following his conversation with it which explained there'd been problems collecting the direct debit. And if a payment wasn't made, the policy would cancel. So, I was minded to say One Call's communication to Mr H following the conversation he had with it was sufficient to make him reasonably aware his request for

the policy not to renew hadn't been actioned and the policy remained in place. So, I felt One Call had provided sufficient notification letting Mr H know the policy had renewed.

I acknowledged Mr H has since had issues obtaining future cover due to the way the policy was cancelled. But I explained I felt One Call's actions to notify the insurer (of the cancelled policy) to amend the cancellation marker and refund any payments towards the cover was fair. I can see the insurer agreed to this and a revised cancellation notice was sent to Mr H. I informed Mr H One Call isn't responsible for recording cancellation markers on any external databases as that's the role of the insurer. And therefore, I didn't think One Call needed to take any further action.

Mr H responded disagreeing with my findings. In summary, he said he didn't receive a full refund of the premiums he paid towards the policy after he showed One Call he bought cover elsewhere and the cancellation marker hasn't been removed. He said One Call needed to do more to put things right.

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 carefully considered Mr H's submissions. And although I appreciate his point of view on the matter, I'm unable to conclude One Call made a mistake or renewed the policy unfairly. I accept Mr H is adamant that he told One Call not to renew the policy, but the call notes seem to suggest there was a conversation around the price of the cover. And given a revised renewal notice was sent to Mr H following this conversation, I find it more likely than not the conversation was based around the price and not to stop the policy renewing.

One Call also sent Mr H a cancellation notice after the policy renewed that informed Mr H it had been unable to take any payment towards the cover. And if a payment wasn't made, the policy would cancel. I'm satisfied this notification was sufficient to make Mr H reasonably aware the policy remained in place and further action was required. So, I don't think One call failed to carry out Mr H's instructions for the policy not to renew or that it failed to make him reasonably aware the policy remained in place. It follows, I can't say One Call made a mistake. And I don't uphold this complaint.

Following Mr H's complaint to One Call, it asked him to evidence he'd bought alternative cover elsewhere, which he did. And I can see it wrote to the insurer and asked it to back date the date of cancellation and refund any payments Mr H paid towards the cover. I understand Mr H is unhappy with the amount he was refunded and that the cancellation marker remains against him. But I can see One Call didn't charge Mr H for cancelling the policy or apply any broker fees. And One Call isn't responsible for updating any external databases. If Mr H is unhappy with the refund in the payments he received or the cancellation marker being placed against him, he'd need to raise this directly with the insurer(s). And if his concerns remain unresolved, that would be subject to a new complaint.

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 H to accept or reject my decision before 15 January 2025.

Adam Travers

Ombudsman