

## **The complaint**

Mr C complains that First Central Underwriting Limited unfairly cancelled his motor policy.

## **What happened**

Mr C held a motor insurance policy with First Central. First Central contacted Mr C because it needed him to verify some of the information he'd given when he took out the policy. Mr C didn't respond and so First Central went on to give notice and cancel the policy.

Mr C was stopped by the police for driving without insurance. He contacted First Central to ask what had happened. First Central told Mr C that it had cancelled the policy and explained why. Mr C complained. He said he didn't know his policy had been cancelled. He said his SIM card had been barred and so he hadn't received any of First Central's messages. He also said he didn't know his temporary pay-as-you-go SIM card would stop his emails. He asked First Central why it didn't write to him.

First Central didn't uphold the complaint. It said it had given Mr C notice of cancellation by email and text on several occasions. It said it was Mr C's responsibility to make sure communication channels were available. It also said it is an online-based company, so it mainly uses digital means of communication. It said Mr C hadn't set any communication preferences, so it defaulted to email and text.

Mr C didn't think this was fair, so he referred the matter to the Financial Ombudsman. Our investigator looked into Mr C's concerns but didn't think the complaint should be upheld. She was satisfied that First Central had done enough to let Mr C know that the policy was going to be cancelled.

Mr C didn't agree with our investigator's view. So, the matter has been passed to me to make a final decision.

## **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'm not upholding the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mr C and I want to reassure him that I've considered the points he's raised and the impact the matter has had on him. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Mr C's policy terms say that First Central can cancel the policy by giving seven days' notice in writing to the postal address or email address it has on file. One of the reasons given is if Mr C doesn't provide information that First Central asks for.

First Central contacted Mr C on 12 April 2024. It asked for information relating to his driving licence and claims history. It asked for this because it had evidence of discrepancies with the

information Mr C had given. First Central asked Mr C to respond by 3 May or the policy would be amended or cancelled.

First Central sent the same request to Mr C on 15, 18, 22, and 29 April. On 10 May, First Central gave Mr C seven days' notice, and on 17 May it cancelled the policy. First Central has shown that these attempts were made by both email and text. So, I'm satisfied First Central gave Mr C notice in line with Mr C's policy terms. I also think the decision to cancel was reasonable as Mr C had not provided the information First Central had asked for and had not responded.

I've considered what Mr C has said about his SIM card bar. But I'm not persuaded that this means First Central has done something wrong. First Central said it is Mr C's responsibility to make sure communication channels are kept open, and I agree. Mr C didn't tell First Central that he wouldn't be reachable for an extended period, or that he had a new telephone number. I appreciate Mr C may not have realised that he'd lost access to his emails, but it's still his responsibility to monitor them. I've also kept in mind that First Central had been trying to contact Mr C for more than a month.

Mr C has said that First Central should have written to him. We generally take the view that it's good industry practice for insurers to send cancellation notices in more than one way. First Central contacted Mr C by email and text. I can also see it tried to phone but couldn't get through. Further, Mr C's policy is branded as an online policy. His terms say about this, "Only in limited circumstances will you be written to by post. Because of this, you must provide a valid email address".

With all this in mind, I'm satisfied that the methods of communication First Central used were reasonable, in line with Mr C's policy terms and with good industry practice.

Overall, I'm persuaded that First Central has cancelled Mr C's policy fairly and reasonably. I know my answer will be disappointing for Mr C, but I don't require First Central to do anything further.

### **My final decision**

My final decision is that I don't uphold Mr C's complaint about First Central Underwriting Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 February 2025.

Chris Woolaway  
**Ombudsman**