

The complaint

J, a limited company, complains about the way One Call Insurance Services Limited handled a claim it made on its commercial motor insurance policy.

J is being represented in bringing this complaint by its director, Mr S. I have at points referred to him, as well as J, in this decision.

What happened

J's insurance was arranged through One Call. In 2021, One call placed J with insurer A. Insurer A also provided cover in 2022. On 21 June 2023, One Call issued renewal terms, with the current policy term due to end on 8 July 2023. Shortly after the renewal terms were issued, J's director was in a serious accident. The fleet policy with Insurer A lapsed at the end of the policy term. When J then contacted One call, it couldn't find another provider willing to offer terms on a fleet policy. Insurer A wasn't willing to offer cover to J as a 'new' customer. One Call ultimately found individual policies for J's two vehicles instead. A few months later, J contacted One call to say it couldn't afford the premiums. One Call was then able to source an alternative fleet policy.

J complained to One Call. It said it thought One Call had made an error by not renewing the policy for it. It said if One Call had done this, cover would have continued with Insurer A. It wanted the previous policy reinstating and compensation for the error.

One Call didn't think it had made an error, it said the policy terms said the policy wouldn't auto-renew, and it had issued the renewal terms. It said it had acted quickly to reinstate cover for the vehicles once J had contacted it in July 2023.

Our Investigator didn't think One Call had made an error which had resulted in Insurer A refusing cover. So he didn't recommend it take any further action.

J didn't accept that. It said the policy had previously always auto renewed, and Mr S had only had one missed phone call relating to the renewal. J didn't think One Call had done enough to ensure the renewal happened. It also said it had contacted One Call after the accident, and before the policy lapsed, and it didn't tell it that the policy wouldn't renew. J said had One Call renewed the policy, which it should have, then Insurer A would have continued the cover.

As the matter hasn't been resolved, it has come to me to decide.

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 this is an informal Service, I'm not going to respond to every point made or piece of evidence referred to by the parties. Instead, I'll focus on what I consider to be key to the outcome.

I've reviewed what happened prior to the renewal in 2023. I'm satisfied One Call provided its renewal terms in good time before the existing policy was due to end. Its cover email to J said, amongst other things, *"I trust you will find everything in order and I look forward to receiving your instructions to proceed."*

There isn't any information in this email that I consider suggests the policy will auto-renew, if J doesn't contact it. And as J didn't confirm it wanted to proceed with cover, the policy lapsed.

Having considered matters, I'm not persuaded One Call acted unfairly. Under the relevant regulations, it should issue renewal terms "in good time". I consider it did that. It also asked J to confirm instructions to proceed. Those weren't received. Whilst One Call arranges cover for J, it is ultimately its responsibility to ensure it has cover.

J didn't consider One Call had done enough to ensure the policy didn't lapse. One Call says it did attempt to contact Mr S by phone but was unsuccessful. Mr S accepts One Call attempted at least one phone call, but felt it should have done more. Mr S said given his age, he isn't used to relying on computers to receive this sort of information. However, I can see that the policy information for the previous renewal in 2022 was also sent by email. And I haven't seen any evidence that Mr S had asked for postal contact instead for J.

J said the cover had always auto-renewed, so One Call failed him by not arranging this. But I'm not persuaded that is the case. I've reviewed what happened the year prior, at the 2022 renewal. A similar email was sent to J with renewal terms in June 2022. Follow up emails were also sent, asking J whether it wanted to proceed. That policy lapsed, but One Call was able to persuade Insurer A to reinstate the cover. So I consider J was on notice that it needed to take some action, at renewal, in order to ensure it had insurance cover in place for the following year.

J also says it did contact One Call, before the policy lapsed, as Mr S had been in an accident in June 2023. It says it received confirmation on 28 June that changes to vehicles listed on the policy would come into effect, and that it wasn't mentioned that J hadn't confirmed it wanted the policy to renew.

I accept One Call didn't mention the renewal in this contact. And whilst I agree with J that it could've done so, I'm not satisfied that this means it's One Call's fault that the Insurer A policy lapsed, as it was still J's responsibility to ensure it had cover. And I'm not satisfied it's One Call's fault that Insurer A wouldn't then reinstate the policy.

Insurer A told this Service that it ultimately wouldn't accept the policy as a 'new business' owing to the previous voidances J had. Insurer A has said the only reason it issued the policy in the previous policy year of 2022, was because those voidances hadn't been declared before the policy had started. It had therefore agreed, as an exception, to continue the policy. It was Insurer A's decision not to make an exception this time, I can't hold One Call responsible for this decision.

I also note that One Call did, in October 2023, manage to reduce J's insurance premiums by placing it with another fleet decision. So, I consider it did take steps to assist J in sourcing insurance cover once the policy lapsed, as I'd expect it to do so.

I understand paying higher premiums has been difficult for J, but I don't think that is the fault One Call, that is down to J's claim and policy history. I know J disputes some of the voidances, he says a previous insurer caused those. But in this decision, I can only review the actions of One Call.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 16 April 2025.

Michelle Henderson
Ombudsman