

The complaint

Mr G complains that One Call Insurance Services Limited – trading as One Protect – made errors and failed to respond appropriately when he took out a motor insurance policy.

What happened

Mr G took out a motor insurance policy on 22 October 2024 – arranged by One Call, acting as insurance intermediary – via a comparison website. One Call administered the policy on behalf of the insurer. When Mr G received his policy documents he noticed “*at least ten errors in the insurance contract documents*”, including errors in his personal details and selected cover. He emailed One Call on 24 October and asked it to cancel his policy without charge.

One Call agreed to cancel the policy and refund his premium. It told Mr G cancellation would be subject to a £79.70 charge – a £49.99 set-up fee, plus a £29.71 charge by the insurer to reflect “*days on cover*” (the four days he was insured) – but agreed to halve the set-up fee. It cancelled the policy (backdated to 25 October), and refunded £178.22 to Mr G on 28 October.

Mr G complained about this. He said, in summary:

- Personal accident cover, courtesy car cover, and motor legal protection weren’t listed on his insurance certificate or statement of fact despite being advertised as standard on the comparison website.
- Some of his personal details on the policy documents were incorrect and not what he entered on the comparison website.
- One Call wanted to charge him to change this. This was “*unfair and unacceptable*” because the errors weren’t his fault. One Call’s terms don’t say how these charges are calculated.
- One Call didn’t tell him it had cancelled the policy. This meant he was driving insured for a day and a half which could have had serious consequences.

One Call didn’t uphold the complaint. It said:

- It set up the policy based on the information sent by the comparison website. It hadn’t amended any data Mr G entered.
- His insurance included personal accident cover, a courtesy vehicle, and motor legal protection.
- Mr G’s policy documents were available on his customer portal, including a breakdown of his premium.
- It cancelled the policy and refunded his premium, subject to deductions for its set-up fee and insurer charge.
- It later agreed to refund the set-up charge in full.
- It later refunded the insurer charge for days on cover.

Mr G remained unhappy and brought his complaint to this service. He wants “*compensation for the distress and wasted time*” One Call caused him.

Our investigator recommended that part of the complaint should be upheld. She found that Mr G’s insurance included the cover he wanted. She also found that some data errors were most likely system errors when information was transferred from the comparison website to One Call. These didn’t affect Mr G’s premium and One Call would have changed them without charge if Mr G hadn’t cancelled the policy.

However, she found that One Call failed to tell Mr G it had cancelled his policy, leaving him uninsured for about a day and a half. While this didn’t cause any detriment, she understood why Mr G would be distressed by this. She thought One Call should pay him £100 compensation to reflect this.

Mr G didn’t accept this, so the complaint was 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.

First, Mr G has a related complaint with this service about the information given to One Call by the comparison website. That’s being considered separately by another ombudsman, so I’m not going to cover that here. However, I’m satisfied that it has no impact on my ability to make a decision on this complaint.

Second, Mr G has set out his concerns about One Call’s fee structure and charges in the insurance industry more generally. As our investigator explained, we don’t have the power to investigate this. That’s for the UK’s financial regulator, the Financial Conduct Authority (FCA). Mr G should, if he wishes, raise this directly with the FCA. Our role is only to look at what happened in the circumstances of his complaint and decide if One Call acted fairly and reasonably. For example, if I think One Call applied a fee wrongly or unfairly, I can ask it to remove or refund that fee.

Mr G cancelled his policy four days after buying it because of errors he found in the policy documents. For example, cover advertised as standard didn’t appear on his insurance certificate and a date, mileage, and the make/model of the immobiliser were wrong. I think the evidence about how some of these data errors happened is inconclusive. I think One Call’s original belief that this was a system error is most likely. However, I don’t need to make a finding on this to make a decision on Mr G’s complaint.

The ‘Welcome’ letter from One Call shows that personal accident cover and a courtesy car were provided as standard by his insurer. I agree with Mr G that motor legal protection and hire vehicle were listed under ‘Optional policy extras’, however they also appear under the section ‘Policy enhancements purchased’ at zero cost. That’s consistent with One Call’s explanation that these were added and insured by One Call – rather than the insurer – as standard. I find that Mr G’s policy included the cover he wanted.

Mr G originally told One Call: “*I have not contacted you via your customer ‘portal’ on your website as it states there are financial charges incurred for doing this.*” I’m satisfied that One Call invited Mr G to discuss his cancellation request via its online chat function but he refused this offer. I think if he’d accepted this some of the issues might have been resolved relatively easily. For example, One Call told us it would have amended the mileage and immobiliser details at no charge. I think this would have been an appropriate response.

One Call is an online company. It charges £20 for any policy amendments via its customer portal, and £42.50 via other correspondence, although – as can be seen from One Call's subsequent actions – these charges are at One Call's discretion. The charges are set out in its business terms, a copy of which was sent to Mr G when he took out the policy. That document also says One Call will charge £49.99 for any cancellation (called a 'set-up fee' within 14 days, a 'cancellation fee' after that). I'm satisfied that these charges are clear. The insurer's policy booklet is also clear that if a policyholder cancels, a deduction will be made for the days they were insured. One Call has since refunded all charges, including for Mr G's time on cover. In the circumstances, I think this is fair.

Finally, Mr G is concerned that he was driving while uninsured and asked what would have happened if he'd had an accident. I think these are quite reasonable concerns. I accept One Call's position that Mr G sent multiple emails asking it to cancel his policy immediately so it did this. However, it hasn't provided any evidence that it told Mr G. I don't think that's acceptable. I think it's lucky Mr G spotted this quickly so this didn't have serious consequences.

As our investigator explained, our role isn't to fine or punish businesses for their mistakes. However, I'd ask One Call to review why this communication failure happened so it doesn't happen in future. I also agree with our investigator that a relatively modest award is appropriate to compensate Mr G for the distress and inconvenience he suffered. I think One Call should pay him £150. I make no other order or award.

My final decision

My final decision is that I uphold the complaint and order One Call Insurance Services Limited to pay Mr G £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 12 June 2025.

Simon Begley
Ombudsman