

The complaint

Mr P has complained that Grove & Dean Ltd (G&D) wrongly renewed his motor home insurance policy without his permission. When Mr P tried to cancel this some months later with G&D, Mr P said it unfairly applied a cancellation fee and asked Mr P to pay his outstanding premium of £231.29.

What happened

Mr P insured his motorhome through G&D who is a broker. His policy started in February 2021 and automatically renewed thereafter.

Mr P said that in July 2024, he contacted G&D and asked it for proof of his no claim's bonus. However, G&D said his policy had renewed in February 2024 and some of his premium was outstanding. It said it had received some premium payment in June 2024.

Mr P told G&D that he hadn't needed his policy since January 2024. And that he had cancelled the automatic renewal of his policy in January 2024 through the portal. Mr P said he had sent a letter confirming this on 16 January 2024 also. Mr P also said that when he looked on G&D's portal it showed no policy in place too.

G&D said it had no record of this. But it agreed to cancel the policy if Mr P paid the cancellation fee plus the remaining premium, the total which came to £231.29. It said if Mr P could show it was sold or SORN it would ask the underwriter to backdate the cancellation so no premium would need to be paid. Mr P said he had taken his motorhome off the road but didn't SORN it. He said he sold it in July 2024.

Mr P didn't think this was fair and he complained. As G&D didn't change its stance he brought his complaint to us.

The investigator didn't think G&D had done anything wrong because the image of the portal wasn't date stamped so he didn't know when that image was taken. And the same issue arose with the letter Mr P said he sent. Further the investigator noted G&D had contacted Mr P on 23 January 2024 confirming the policy would renew on 2 February 2024. And there is no evidence that Mr P contacted G&D after this either.

Mr P didn't agree so his complaint has been passed 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.

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As Mr P is aware I asked him to send through some further information, namely the following:

- If he sent the letter of 16 January to G&D by email, please could he let me have a screen shot of the sent email from his sent email folder. If he sent it by post, did he get a certificate of posting and if so, could he send in a copy.
- In the online chat he had with G&D on 30 July 2025, he said he sent it another email between 3 to 5 January 2024, so please could we have a screenshot of the sent email from his sent email folder of this email too.
- On what basis and why did his wife make a manual payment to G&D in June 2024? Please can we have proof of payment.

Mr P told us his computer was in for repair on 29 July 2025, so he asked for a week's extension to get the above back to us. An extension was granted until 5 August. However, unfortunately despite chasing Mr P on 15 August, explaining that we would have to assume he hadn't got any of the above and we would need to proceed, we now haven't heard anything further. So, on this basis I am now proceeding on the basis this further proof requested above is not available.

Having considered everything, I'm not upholding this complaint. I do understand and appreciate Mr P will be very disappointed, so I'll now explain why.

Clearly from G&D's system notes it didn't receive Mr P's letter of 16 January 2024. Nor indeed any earlier email of around 3 to 5 January 2024, that Mr P said he sent in on the online chat. And his premium payments were being taken out of his account each month but for the manual payment it appears his wife made for June 2024.

The policy was cancelled from 30 July 2024, but G&D said under the general conditions it applies a cancellation charge of £55. The general conditions also provides how cancellation works if there has been no claim made. If the policy is cancelled after 90 days no refund is given. So, D&G calculated that Mr P still owes it £231.29 for the time on risk from January 2024 to the cancellation date on 30 July 2024 to include its cancellation charge. This is because Mr P couldn't provide any evidence that his motorhome was either SORN or sold which would have meant G&D could have asked the underwriter to backdate the cancellation.

So, without proof that G&D were notified of Mr P's wish to cancel his policy, it follows that G&D did nothing wrong. This is because nothing shows up on its system that Mr P ever made it aware he didn't want his policy to renew by 16 January 2024 or earlier in January 2024. D&G can show it wrote to Mr P on 23 January 2024 where it confirmed his policy would be renewing on 2 February 2024. I consider that if Mr P didn't want his policy to renew then he would have contacted it again after receiving this letter of 23 January. And he didn't. Plus, the premium instalments were still being taken out of Mr P's account from January 2024, so it wasn't the case he was unaware of this. Added to this his wife made a manual payment in June 2024, also.

All this shows me that G&D didn't have any notice that Mr P didn't want his policy to renew in February 2024.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 23 September 2025.

Rona Doyle
Ombudsman