

The complaint

Mr B complains that U K Insurance Limited trading as Darwin mishandled the cancellation of his motor insurance policy.

What happened

The subject matter of the insurance was an electric hybrid vehicle, first registered in 2012. Mr B acquired the vehicle in about 2016.

Mr B insured the vehicle with Darwin for the year from mid-May 2023. He paid the cost of about £500.00 in full.

Mr B says that he suffered a stroke and doctors told him he could no longer drive, so he emailed Darwin on 10 November 2023 to cancel the policy.

Mr B's son has assisted him. Insofar as his son has made statements on his behalf, I may refer to them as statements by Mr B.

On 25 March 2024, Mr B contacted Darwin. Darwin cancelled the policy from that day and refunded about £70.00. Mr B forwarded to Darwin the email that he said he'd sent on 10 November 2023.

Mr B complained to Darwin that it hadn't cancelled the policy from that date and made a larger refund.

By a final response dated 9 April 2024, Darwin turned down the complaint. It said the following:

"As I was unable to locate the original email as received in our system, we cannot accept the forwarded email in editable format as sufficient proof of your previous cancellation request. Furthermore, without receiving a proof of sale or alternative insurance in your name for the same vehicle, we are unable to backdate the cancellation of your policy.

During our telephone conversation on 9th April 2024, I suggested that you contact the Driver and Vehicle Licensing Agency (DVLA) and obtain the proof of transfer for the vehicle covered by your policy. This document, once received and validated, could serve as acceptable evidence for backdating your cancellation. Please note that the document must be in an un-editable format subject to validation."

Mr B brought his complaint to us in late July 2024.

our investigator's opinions

Our investigator didn't recommend on 13 November 2024 that the complaint should be upheld. He didn't think Darwin had done anything wrong in the circumstances.

Mr B provided further information, namely a screenshot of sent emails. The investigator changed his opinion.

Our investigator recommended on 19 November 2024 that the complaint should be upheld. He thought that Mr B had provided evidence of his sent emails from which he could clearly see the email being sent to the correct address.

The investigator recommended that Darwin should:

1. refund Mr B's premiums, backdated to 10 November 2023; and
2. apply 8% interest to it from that date to the date on which it settles; and
3. pay Mr B £100.00 compensation

Mr B accepted the investigator's changed opinion. He also sent us a handwritten receipt or note on the sale of the car.

Darwin disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint.

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to Darwin on 22 April 2025. I summarise my findings:

I wasn't minded that Mr B had provided persuasive evidence that he emailed Darwin on 10 November 2023 asking to cancel the policy and Darwin unfairly failed to act on that.

I wasn't minded that Mr B had provided persuasive evidence that he sold the car before Darwin agreed to cancel the policy on 25 March 2024.

Subject to any further information either from Mr B or from Darwin, my provisional decision was not to uphold this complaint. I didn't intend to direct U K Insurance Limited trading as Darwin to do any more in response to this complaint.

Mr B disagreed with the provisional decision. His son says, in summary, that:

- The dates may be different from 9 November as the exchange of cash took place over different days, part of the payment and then full payment.
- Following part payment on 9 November, the following day an email was sent to Darwin to cancel the policy as the sale had been agreed.
- To get proof of sale, DVLA required the address of the new keeper, which his father did not keep.
- DVLA also required the VIN displayed on the car windscreen or sometimes found on the log book.
- As the log is destroyed there is no way to get the VIN.
- Once you have sent the log book V5C detail by post, you cannot use the DVLA service to get evidence of sale.

Darwin hasn't responded to the provisional 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.

I'm sorry to hear that Mr B has been unwell and unable to drive.

I've noted that the policy covered Mr B's wife and his son as named drivers. Also, the policy covered other risks, such as fire, when no-one was driving the car.

Mr B forwarded to Darwin the email he said he'd sent on 10 November 2023. Darwin asked for that email in an un-editable format, but Mr B didn't provide that. As Darwin had searched for the email and any automatic reply sent in November 2023, it sent the final response from which I've quoted above.

Mr B's complaint form told us the following:

"I was advised by the doctor following a stroke in November 2023 that i will not be able to drive again. On 10th Nov an email was sent to the provider asking them to cancel the policy. The policy was not cancelled until 24 March when i had to call back again following the sale of my car. Before this it was declared off road and parked on driveway SORN. This only happened as i suffered another stroke and my son took over managing my finances to help me."

From that, I find that Mr B was telling us that he'd sold the car after 10 November 2023 and after a period when it was declared off the road, but before 24 March 2024.

Mr B sent us the screenshot showing the sending of an email to Darwin on 10 November 2023. Darwin asked for a pdf file and we passed that request to Mr B. However, Mr B hasn't provided one.

More recently, Mr B sent us the handwritten receipt for the sale of the car. That is dated 9 November 2023.

I consider that there is a discrepancy between the sequence of events described in the complaint form and the date of the receipt.

Also, our investigator told Mr B the following:

"Getting proof of sale / previous ownership from the DVLA in these circumstances can be done by writing to them with the following information:

- o your name and address*
- o the vehicle registration number*
- o the make and model*
- o the exact date of sale*
- o the name and address of the new keeper or motor trader"*

And Mr B's son replied as follows:

"My dad does not have all the details of the new keeper now nor the reg - it was over a year ago"

From that, I find that Mr B's son was telling us that he didn't have the vehicle registration number of the vehicle he'd sold.

However, that overlooked the fact that the handwritten receipt included that registration number.

Response to the provisional decision

I have no reason to doubt that Mr B agreed to sell the car and to accept part payments.

The receipt says that the balance of £1,000.00 was due on 10 November 2023. However, the provisional decision identified a discrepancy between the sequence of events described in the complaint form and the date of the receipt.

Mr B's son hasn't responded by setting out a timeline for the key events mentioned in the complaint form, such as the date from which the car was the subject of a SORN. So, notwithstanding what the receipt says, I don't accept that Mr B sold the car as early as 9 or 10 November 2023.

On balance, I accept Mr B's son's statement that his father no longer has the address of the buyer. So I accept that he couldn't use the DVLA service of providing evidence of a sale about which it had already been notified.

I also accept Mr B's son's statement that his father no longer has the VIN.

However, the investigator had quoted the DVLA's requirements including "*the vehicle registration number*". So I don't accept that Mr B's son's reply that his father no longer had "*the reg*" was a reference to the VIN.

Conclusion

I keep in mind the lack of electronic files in a format that is un-editable, the discrepancy in the timeline, and Mr B's son's incorrect statement that his father didn't have the registration number.

For all those reasons, I don't consider that Mr B has provided persuasive evidence on either of the key points:

1. that he emailed Darwin on 10 November 2023 asking to cancel the policy and Darwin unfairly failed to act on that; or
2. that he sold the car before Darwin agreed to cancel the policy on 25 March 2024.

So I don't find it fair and reasonable to direct Darwin to make any further refund or to pay any compensation to Mr B.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct U K Insurance Limited trading as Darwin to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 May 2025.

Christopher Gilbert

Ombudsman

