

The complaint

Mr S complains Xbridge Limited (trading as Simply Business) failed to cancel his personal accident cover.

Mr S brings the complaint on behalf of his company, T. For ease I will refer to all submissions as having been made by Mr S.

What happened

Mr S held a series of business protection cover, including Personal Accident insurance. The policies were sold by Simply Business.

Mr S previously made a separate complaint to Simply Business in 2023, following a claim being declined by his insurer. In response to that complaint, Simply Business said when Mr S had asked to add personal injury cover in 2022, it had explained the benefits of the personal accident cover available, but did not explain clearly enough that it could not offer personal injury cover. And it paid compensation to Mr S.

In 2024, Mr S identified that he was still paying for personal accident cover. He said he had no use for that cover and thought it had been cancelled following his complaint in 2023.

Simply Business said Mr S had not asked for his personal accident cover to be cancelled at any time, so it had remained in place.

Mr S complained. Simply business said it would have needed a specific request from Mr S in order to cancel the personal accident cover. It said it had advised him in its letter in July 2023 that the personal accident cover remained in place, and said this information was contained in the renewal documents sent in February 2024.

Unhappy with the response, Mr S brought his complaint to this service.

An investigator here looked into what had happened and said he thought Simply Business should have done more to help Mr S to cancel the personal accident cover. And he thought it should pay £100 for the inconvenience caused.

Mr S accepted the investigator's view. However Simply Business disagreed. In summary it said it had done enough by informing Mr S in the July 2023 letter that the cover was still in place. And in sending the renewal documentation, which showed the cover that was included. It noted Mr S had referred to not having read all of his renewal documents, and also said it couldn't remove the cover without a clear request.

As Simply Business didn't agree, the case 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.

Firstly I note that when bringing his complaint to this service, Mr S raised a concern over a conflict of interest relating to the member of staff who handled his complaint. The investigator didn't think Simply Business had done anything wrong in this regard and Mr S accepted the view. So as this issue is no longer in dispute, I won't comment on it further.

I've gone on to consider the issue of the personal accident cover cancellation. Having done so, I'm upholding this complaint for broadly the same reasons as the investigator. And I'll go on to explain why.

In May 2023, Mr S contacted Simply Business about his injury claim being declined. Simply Business has said there are no telephone recordings, but it has provided its own records of the contact with Mr S.

Simply Business' note from 22 May 2023 states: *"[Mr S] is unhappy based on the sale, he felt he misunderstood what the policy was for and expected it to cover him for workplace accidents. I advised of the definitions, and he now feels the policy is useless based on the sale conversation because he has other policies that cover him for similar"*.

I accept what Simply Business says, in that Mr S didn't specifically ask for his policy to be cancelled. And I don't think it unreasonable that it would want a clear cancellation request from a policyholder before making changes to cover. However, Simply Business' own notes make it clear that Mr S had communicated that the cover was not what he expected and was of no use to him. And so I don't think it unreasonable to expect that in response to this, Simply Business should have asked Mr S if he wanted to cancel, or advised of the process for cancelling.

Simply Business has raised that Mr S made a reference to not having read all of his policy documents. It said as a commercial customer, it would expect Mr S to take a professional interest in his insurance. I've thought about this, but I'm not persuaded that it makes a difference here. I'm still of the opinion that Simply Business should have provided information on how to cancel, in response to the policyholder stating the cover was not what he expected and of no use.

I've reviewed the final response Simply Business sent to Mr S in 2024, after he'd again raised the issue of the personal accident cover. Simply Business stated the following:

"...we can only remove cover with the explicit consent and instruction from the customer"

"Let me know if you'd like us to remove the cover for you for moving forward and I can arrange for a member of our team to call you to discuss further".

So I don't think it unreasonable to expect that Simply Business could have given the same response in 2023, when Mr S originally advised the cover was not what he expected and of no use to him.

Whilst I accept Simply Business referenced the personal accident cover was still in place in its July 2023 letter, and that it provided details of the cover at renewal, it doesn't change my mind that it missed an opportunity to tell Mr S how he could cancel the cover or ask if he wished to do so, when he advised the business the cover was of no use to him in 2023.

I think Simply Business' failure to provide information on how to cancel in 2023, caused avoidable inconvenience to Mr S, as he needed to send additional correspondence about

this in 2024. And I think £100 fairly recognises the level of inconvenience in these circumstances.

My final decision

For the reasons I've given, it's my final decision that I uphold this complaint and direct Xbridge Limited to pay £100 in respect of the overall inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask T and Mr S to accept or reject my decision before 21 July 2025.

Gemma Warner
Ombudsman