

The complaint

Mr N complains that AXA Insurance UK Plc trading as Swiftcover unfairly cancelled his motor insurance policy.

What happened

Mr N took out a car insurance policy with Swiftcover in November 2024. He was asked to provide evidence of his No Claims Discount entitlement (NCD). Mr N provided this, but says Swiftcover didn't accept it. It then asked him for additional evidence which he refused to provide. He says the information was personal and he was refusing based on the UK GDPR.

As Mr N didn't provide the required evidence within the specified time, Swiftcover cancelled his policy in February 2025. So Mr N complained. In its response to the complaint, Swiftcover said that when any policy is set up, it carries out checks to validate the information provided. It said its correspondence made clear that the policy could be cancelled if it wasn't provided with the evidence required.

Mr N didn't accept Swiftcover's response, so he referred his complaint to this service. Our Investigator considered it, but didn't think it should be upheld. She said Swiftcover had given Mr N sufficient notice before cancelling his policy.

Because Mr N didn't agree with our Investigator, the complaint has now come to me for an Ombudsman's 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mr N and Swiftcover have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

Mr N says he felt harassed by Swiftcover's requests for more information and evidence, and that he'd never been asked to provide such evidence before. He's also queried why the information wasn't requested sooner. He's explained he's now without insurance which is impacting his daily life as he has two school-aged children. Whilst I appreciate the difficulties he must now be facing, I'm afraid I don't consider Swiftcover to have acted unfairly here.

Swiftcover's terms and conditions explain the following:

"We may audit your policy details throughout your term of cover in order to validate the details you have provided. Part of this audit may require you to provide us with documents which we deem appropriate to validate details in relation to your policy. Examples of such documents include your car's log book (V5C), a utility bill or driving licence details."

If you fail to provide us with accurate information or do not comply with our requests we may:

b) cancel your policy by giving you a minimum of 7 days' notice in writing to either the email or the postal address last known to us and return any premium less our cancellation charge of £52.50 or recover any unpaid premium."

The policy therefore sets out that Swiftcover would have the right to ask for further information and could cancel the policy if this wasn't provided. So I don't think it's done anything wrong in doing so. I also don't consider that Swiftcover would need to explain in detail to Mr N why it was asking for further information to validate the policy, as although Mr N says he'd never been asked to do this before, I don't generally consider this to be an unusual practice.

And considering the dates of the correspondence that Swiftcover sent to Mr N, I'm satisfied it acted in line with the terms and conditions of the policy Mr N held with it. I've noted that Swiftcover wrote to Mr N on 28 January 2025 by post and by email, and wrote to him again on 11 February 2025 by post and email.

The deadline given to Mr N to provide the documents requested was 18 February 2025. As the postal address and email address used by Swiftcover were the same as those used to send Mr N communications which he has confirmed he received, I think it's likely he would've received the emails and letters advising him that his policy would be cancelled if he didn't provide the requested information. I'm satisfied Swiftcover also explained to Mr N that he'd need to disclose any cancellation to future insurers, thereby letting Mr N know the serious consequences of not providing the information required.

Mr N believes Swiftcover should've been able to obtain some of the requested information itself. But this doesn't mean Mr N didn't need to provide it, or that Swiftcover acted unreasonably by cancelling the policy when the information wasn't provided. I don't consider any of the information Swiftcover requested was particularly onerous for Mr N to provide, and it gave Mr N clear instructions on how to generate the driving license code, for example. So I think it would've been reasonable to expect him to provide all the information required if he wanted to continue with his policy.

I'm aware that Mr N contacted our Investigator on 5 June 2025 asking how he could make additional submissions. However, he did not do so by the deadline of 17 June given to him by our Investigator. So I've based my decision on the information both parties have provided, which includes the phone call recordings I've listened to in which Mr N has explained his complaint.

In summary, whilst I appreciate the difficult situation this has left Mr N in, I'm satisfied Swiftcover gave Mr N sufficient notice of cancellation, so I don't consider it's cancelled his policy unfairly.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 27 July 2025.

Ifrah Malik
Ombudsman