

## **The complaint**

Mr R complains that Pier Insurance Managed Services Limited (Pier) failed to notify him before it auto-renewed his mobile phone insurance policy.

Mr R is the policy holder and is being represented in this complaint by Ms R. But, for ease, I'll refer to Mr R throughout my decision apart from where it's necessary to refer to them individually.

## **What happened**

Ms R bought a mobile phone for Mr R's son. She also wanted to pay for mobile phone insurance. So, in November 2021, she bought a policy from Pier with Mr R as the policy holder. The policy was auto-renewed in 2022, 2023 and 2024. In December 2024 Ms R contacted Pier to say she'd noticed that money was still coming out of her account but she hadn't received any notification that the policy was ongoing. Pier said the policy was set up to auto renew and notifications had been sent to Mr R's email address shortly before each renewal date. It said it was the policy holder's responsibility to inform the payee of the continuation of the policy following renewal as it would only send information to the policy holder.

Mr R remained unhappy and so complained to this service. He said he didn't receive any notifications that the policy would be auto renewed. And he thought it was unfair there wasn't a responsibility on Pier to notify the payee as well as the policy holder.

Our investigator didn't think Pier had done anything wrong. She said she'd seen evidence Pier had sent email reminders to Mr R's email address and she was satisfied he was given an opportunity to opt out of the auto-renewal process or end his policy.

Mr R didn't accept our investigator's view, so his complaint has been passed to me to make a final decision. Mr R thought it was unfair Pier continued to charge a premium on a phone that was no longer in use. And queried why we assumed Pier had sent notification of the auto renewal in 2022 even though it no longer had any evidence of that.

## **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.

Mr R's complaint is that Pier automatically renewed his policy without notifying him. As a result, he continued to pay the premiums for that policy well beyond the need for it because the mobile phone was no longer in use.

Pier was entitled to auto-renew Mr R's policy as long as it made it clear to him when it sold the policy that this would happen. In this instance, I can see that the terms and conditions of Mr R's policy said the following:

**“Automatic renewal of your policy**

For policies purchased with a 12 month term we will contact you approximately 14 days before your renewal date and offer to renew your policy. If we do not hear from you we will automatically renew your policy to make sure you have continuous cover.”

So, I’m satisfied Pier made it clear to Mr R how it’s auto-renewal process would operate. The next question is whether or not Pier followed these terms and notified Mr R approximately 14 days before the policy was due to renew. Pier says it sent the emails to the address Mr R had given when he set up the policy. And it’s provided copies of the emails it sent to Mr R in 2023 and 2024. It said it no longer has the email sent in 2022 as there was a system changeover and they don’t have any copies of emails sent before September 2023. That’s unfortunate and I can understand Mr R’s concerns about the assumption our investigator made about an email being sent in 2022 without any evidence of that having happened. But as she said, where evidence is inconsistent, contradictory or absent, like here, we have to make a decision on the balance of probabilities. That is, what is more likely to have happened than not, in light of the particular circumstances described. And here, I think it’s more likely than not that Pier would have sent an email to Mr R in 2022. It sent emails to Mr R using his correct email address in 2023 and 2024 and he said he didn’t receive them. So, not receiving the email in 2022 isn’t a strong indication it wasn’t sent. I think it’s more likely it was sent but not received.

Taken together, I’m satisfied Pier did notify Mr R approximately 14 days before the policy was due to renew. And I don’t think it would be fair to hold Pier responsible for Mr R not receiving them.

Mr R has raised a number of other concerns. He thinks Pier should have notified the payee as well as the policy holder that the policy was due to renew. But I think Pier’s response to that is reasonable. Its responsibility is to the policy holder and the onus is on the policy holder to notify the payee. Mr R also asked why Pier was allowed to charge premiums on a product that was no longer used. But Pier would need to know that this was the case and there’s no evidence it was informed the policy was no longer needed.

Mr R raised questions about the pricing of the insurance and the fairness of Pier keeping the premium the same even though the product insured was depreciating in value. But that’s a separate complaint and one that would be for the insurer to deal with rather than the intermediary, Pier. So, I can’t consider that here and Mr R should pursue that with the insurer if he chooses to do so.

In summary, I’m satisfied Pier made it clear to Mr R when he bought the policy that it would auto-renew after a year. I’m also satisfied, on balance of probabilities, that Pier notified Mr R shortly before the renewal date that the policy would continue unless or until he cancelled it. It’s unfortunate that, for whatever reason, Mr R didn’t receive those emails.

### **My final decision**

For the reasons stated above, I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr R to accept or reject my decision before 18 July 2025.

Richard Walker  
**Ombudsman**