

## The complaint

Miss S has complained about the decision DAVIES MGA SERVICES LIMITED (trading as Ticker) made to cancel her motor insurance policy.

## What happened

The details of what happened are well known to both parties. I will summarise them here.

- Miss S had a motor insurance policy, arranged through Ticker in January 2023. The premium was paid through a finance agreement, which Miss S repaid monthly.
- Ticker say the February and March 2023 collection of repayments failed. They say Miss S was contacted in post, email, attempted phone call and live chat to try to arrange collection of the missed repayments.
- They say notice was given and the deadline extended, before the policy was cancelled in March 2023. Ticker say that in the meantime Miss S had been involved in an incident which was recorded as an at fault claim. They say that in line with the policy terms and conditions, full payment of the years premium was owed.
- Miss S complained. She said there had been initial issues with the policy (which required a device fitting to her car). She also said she had not been made sufficiently aware of the missed premiums or the consequences for not making payment.
- Ticker didn't agree. They said fair and reasonable notice had been given and they had acted in line with the policy terms and conditions.

Miss S remained unhappy and brought her complaint to our Service for an independent review. Our investigator looked into it, but he thought Ticker had acted fairly. He said they were entitled to cancel the policy through the terms and conditions and fair notice had been given through several means of communication.

As no agreement was reached, 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.

Having done so, I agree with the outcome reached by the Investigator. Let me explain why.

The terms and conditions say under the “*non-payment of premiums*”, that “*if an instalment isn't received by the date, it's due, we will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The policy will end after the seven days' notice runs out*”. It also says, “*we can cancel your policy at any time, but we have to give you seven day's warning*” when “*we haven't been able to collect a payment*”.

Ticker have shown Miss S missed repayments in February and March 2023. Miss S was contacted in several ways following this:

- The finance provider sent Miss S a letter dated 1 March. This informed her that recent repayments had not been collected and her account was in arrears by £294.32 which included a £30 charge. The letter said another payment would be attempted on 10 March 2023 and warned that if this payment is unsuccessful, she had until 21 March 2023 to make a payment and if a payment is not received, the agreement may be cancelled.
- Another letter and email was sent to Miss S on 13 March 2023 explaining the account was still in arrears and asking her to pay before 21 March 2023, warning failure to do so could result in the credit agreement being cancelled.
- Ticker then sent Miss S an email on 14 March 2023 informing her that her insurance will be cancelled on 21 March 2023 at 23:59 if the payment has not been made and the finance agreement cancelled. It explained what this might mean for Miss S.
- The deadline for payment was extended until 24 March 2023 at 23:59. Ticker sent Miss S a message within their chat support service in which they advised her of this. Ticker have provided a screenshot of this message in which it shows that the message was seen but not responded to.
- Ticker have also provided a call recording where they could not reach Miss S on 24 March 2023 and left a voicemail informing her that this was the final day to pay the arrears and advised the policy would be cancelled at midnight without payment.
- Ticker sent you Miss S an email on 27 March 2023 informing her that the policy had been cancelled.

These explain clearly what had happened and what would happen, if the missed premiums were not paid. Notice was given and extended. I am satisfied Ticker acted fairly here and the policy cancellation was fair.

Miss S is also unhappy that she is being asked to pay the full annual premium, as there was a claim under the policy. However, I think this was fair and explained in the terms and conditions under the “*Cancellations section*”. It states, if you have had a claim on the policy, *“We won’t refund your premium at cancellation if you’ve had any claims where you were responsible for all or part of the incident, or you have any claims ongoing...If you’re paying by instalments under a credit agreement, you’ll have to pay the balance of the credit agreement and our cancellation fee and applicable fees”*.

In summary, I am satisfied the policy was cancelled fairly after sufficient notice. And that they have acted fairly in attempting to recover the balance of the credit agreement, as there was an claim made under the policy.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss S to accept or reject my decision before 19 December 2025.

Yoni Smith

**Ombudsman**