Financial Ombudsman Service

The complaint

Miss K complains about the service received from One Call Insurance Services Limited regarding her car insurance policy.

What happened

Miss K took out a car insurance policy through One Call in September 2024. Miss K contacted One Call through their live chat. During this interaction and in interactions since, Miss K raised the following issues:

- Her schedule wasn't available when the emails she'd received suggested it would be
- The agent informed Miss K she hadn't opted out of automatic renewal correctly
- One Call tried to upsell additional products to Miss K when she asked them not to
- The agent didn't provide an email address to log a complaint
- An agent tried to contact Miss K by phone when she'd made it clear her preference was email
- The agent misinformed Miss K about the level of breakdown cover she had
- One Call incorrectly recorded Miss K's marketing preferences

One Call upheld Miss K's complaint. They offered Miss K £30 compensation and apologised. Miss K was unhappy and didn't think this was enough and brought the complaint to our service.

Our investigator didn't uphold the complaint. They felt One Call's offer was fair in the circumstances. Miss K appealed. She Still felt due to the number issues that went wrong additional compensation was warranted.

As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both One Call and Miss K a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

Based on what I've seen so far, I intend to uphold Miss K's complaint.

At the outset I acknowledge that I've summarised her complaint in far less detail than Miss K has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

It's clear how strongly Miss K feels about the issues she's raised. I'm sorry to hear about the impact the issues have had on her.

I've covered off each point separately below.

Miss K's schedule wasn't available when the emails she'd received suggested it would be

Miss K was sent an email in the evening on 9 September from One Call. This set out the following:

"All of your policy information has now been uploaded to your account on our customer portal where you can view, download and print your documents."

I think this email suggests to Miss K that her schedule would be in her portal. I think the email was misleading and can understand why Miss K was confused when her schedule wasn't on her portal.

The agent informed Miss K she hadn't opted out of automatic renewal correctly

One Call has acknowledged this was an issue caused by a system lag and have apologised to Miss K.

One Call tried to upsell additional products to Miss K when she asked them not to

One Call have said they had a duty of care to make Miss K aware of the levels of cover she had. This would have happened during the sales process. It also would have been available for Miss K to see on her documents once in her portal.

I don't think One Call needed to ask Miss K about upgrading her products during the live chat. I don't think the questions needed to be asked to generate Miss K's schedule. Miss K also asked not to be sold anything prior to the questions being asked.

The agent wouldn't provide an email address to log a complaint

One Call has confirmed in their final response letter that they have an email address to which complaints would be raised. It's clear from the live chat that Miss K needed to end the chat due to the amount of time she'd been on it. It's unclear why the agent didn't give Miss K the email address. I think they should have instead of trying to discuss further on the live chat when it was clearly agitating Miss K.

An agent tried to contact Miss K by phone when she'd made it clear her preference was email

Miss K made it clear on the live chat that she didn't want to be called and only wanted to be *contacted by email. I appreciate a phone call can be helpful in resolving complaints, but Miss K was very clear only to contact her by email. I don't think One Call should have tried to call her.*

The agent misinformed Miss K about the level of breakdown cover she had

One Call have acknowledged this was incorrect and have apologised.

One Call incorrectly recorded Miss K's marketing preferences

Miss K and One Call have provided conflicting screenshots about her marketing preferences. Due to the amount of information on it, I'm more persuaded by the screen shot provided by Miss K. It's unclear why this was recorded incorrectly, but I'm pleased to hear that One Call has confirmed Miss K's marketing preferences are now accurately reflected.

I appreciate that it must have been frustrating for Miss K to have to raise all these different issues with One Call. These issues have taken up Miss K's time and caused her upset. I've considered everything in the round, and I think Miss K has been caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out and has impacted Miss K over several days. In line with our website guidelines, I don't think the £30 compensation offered by One Call is fair in the circumstances. So, I intend to tell One call to pay Miss K an additional £120 compensation, making it a total of £150."

I set out what I intended to direct One Call to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Miss K confirmed she accepted my provisional decision. She asked for any payment to be paid to her payment card and not by cheque. This isn't something we would get involved with and she would need to discuss with One Call.

One Call confirmed they didn't agree with my provisional decision. They made the following comments:

- Don't think the delay in the schedule being uploaded caused significant inconvenience.
- There is relevance in the agent carrying out a demands and needs.
- Enhancement of breakdown cover wasn't offered after Miss K had asked not to be sold anything.
- Don't think Miss K made it clear that she didn't want to be sold anything extra, only not breakdown cover.
- Hadn't seen Miss K's screenshot on her marketing preferences so is difficult to comment.
- Miss K obtained three quotations before purchasing the policy and so the screenshot might not be relevant to the policy taken out.
- A demands and needs assessment, wouldn't constitute marketing.

- One Call expect agents to try to resolve complaints before escalating them.

One Call's responses have been summarised and are in my own words.

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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to One Call, my conclusions remain the same. I'll explain why. I've responded to each of the points raised by One call below:

Don't think the delay in the schedule being uploaded caused significant inconvenience

One Call has said that Miss K's policy went live at 11:24 and the schedule was available at 11:40. However, Miss K received an email the evening before which suggested the documents were all available on her portal. As a result of the contact she received, she suffered inconvenience in having to contact One Call. This contact then resulted in further distress and inconvenience. I didn't state that Miss K had been caused significant inconvenience. Based on what I've seen, I still think Miss K has been caused unreasonable inconvenience overall by everything that's occurred. The schedule was only available on the portal at 11:40 due to Miss K contacting One Call via live chat. Had she not, it's not clear how long the schedule would have taken to be on the portal.

There is relevance in the agent carrying out a demands and needs

Whilst I agree there can be relevance in carrying out a demands and needs assessment, I don't think it will be appropriate in every situation. I think this is one of those situations as I think it's clear that Miss K just wanted the schedule and didn't want to be sold any additional cover. I've covered this in more detail below.

Enhancement of breakdown cover wasn't offered after Miss K had asked not to be sold anything

Whilst I agree this is technically the case, I don't think it takes into account the whole situation. The live chat went as follows:

"*Agent – am I able to go through a couple of things with you regarding your cover?*

Miss K – Are they necessary to generate the sch or just to see if I wish to buy something additional?

Agent – Not to generate the schedule – but we do need to confirm your cover.

Agent – [Asks about upgrading breakdown cover]

Miss K – Do not wish to purchase additional breakdown from you.

Agent – No problem as long as you are aware your not covered through us.

Agent – [Asks about upgrading car hire]

Miss K – This appears to be a protracted further attempt to sell me additional products. I made it clear above that I do not wish to purchase any additional products. Pl do not ask me *again if I wish to purchase any additional products.*"

As can be seen, Miss K asked if the questions were necessary or just to see if she wanted to buy something. The agent confirms that they aren't necessary but still continued to ask about upgrading the breakdown cover anyway without waiting for a response from Miss K. Had she done so, I think Miss K would have asked the agent to just generate the schedule. So I still think One Call could have provided a better service.

Don't think Miss K made it clear that she didn't want to be sold anything extra, only not breakdown cover

Again, whilst I agree based on the transcript above this is technically correct, Miss K was clear she didn't want to purchase breakdown cover and I think her previous question indicated that she didn't want to be sold anything. By then asking Miss K about a further up-sale opportunity, I can understand why this caused Miss K frustration.

Miss K obtained three quotations before purchasing the policy and so the screenshot might not be relevant to the policy taken out

One Call has provided additional evidence which shows that on one quote Miss K opted out and on another she didn't. Whilst I think this issue is finely balanced, whether Miss K did or didn't opt out of marketing during the quotation stage, it doesn't change my outcome.

This was a small part of many areas where One Call could have done better. So, even if I accept that Miss K didn't select the quote where she'd opted out of marketing, it doesn't change my outcome or redress on the complaint as a whole.

A demands and needs assessment, wouldn't constitute marketing

I agree. It hasn't been said in my decision that I don't think One Call should have carried out a demands and needs assessment due to Miss K's marketing preferences. As above. It was because I don't think Miss K wanted to be asked and it wasn't required to generate her schedule.

One Call expect agents to try to resolve complaints before escalating them

Whilst I accept this is One Call's process and don't think it's unreasonable, this doesn't mean it must be done in every circumstance. It's clear from the live chat transcript that the relationship between the agent and Miss K was breaking down. Miss K made it clear she needed to go but wanted to raise a complaint by email. I don't think it's fair or reasonable to make a customer come back to live chat when an email address for the complaints team is available and has been asked for.

Putting things right

To put things right, One Call should pay Miss K a total of £150 compensation for the trouble and upset caused.

My final decision

For the reasons I've explained above, I uphold this complaint and direct One Call Insurance Services Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 22 August 2025.

Anthony Mullins
Ombudsman