

The complaint

Ms M complains about the level of service provided by Ageas Retail Limited when her motor insurance policy was due for renewal. She wants compensation for the trouble and upset this and the policy's cancellation caused her. Ms M is represented in this matter by Mr D.

What happened

Ms M's policy was due for automatic renewal and Ageas sent her notice of this. But it was unable to take payment from her card, so it tried to contact Ms M. Ms M also tried to contact Ageas, but this was unsuccessful. And so the policy was cancelled. Ms M said she was unable to drive her car for a week, and this caused her considerable trouble and upset.

Our Investigator didn't recommend that the complaint should be upheld. He thought Ageas had notified Ms M of the upcoming renewal, and he thought it had notified her that her payment couldn't be taken. He thought Ageas and Ms M tried to contact each other by email and phone without success. And he thought Ageas also explained that Ms M could make contact through webchat or her online account. So he thought Ageas hadn't acted incorrectly when it cancelled the policy.

Mr D replied that Ms M didn't have access to online chat or accounts. He said she had tried to contact Ageas by phone multiple times but long call waiting times made this unsuccessful. He thought Ageas could have resolved the situation by providing a new policy. And he thought Ageas had admitted that the cancellation wasn't Ms M's fault. As Ms M didn't agree, the complaint has come to me for a final 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.

I can understand that Ms M felt frustrated that her policy was cancelled as she clearly didn't want this and she was later able to take out a new policy through Ageas. Our approach in cases like this is to consider whether the broker's acted in line with its terms of business and fairly and reasonably.

Ageas acted as the administrator of Ms M's policy. And we expect it to give Ms M reasonable notice that her policy was due for renewal so that she could consider whether it still met her needs. And I'm satisfied that it did this by sending her the notice of automatic renewal in good time. This notice stated, as Mr D has pointed out, that if she was happy to renew, then she need do nothing further. Ageas also alerted Ms M to the following:

"If you'd like to change your payment method (for instance if payment was previously made using someone else's card), simply go to your online account..."

Ageas terms of business state under automatic renewal:

"If you pay in full for your policy by a debit or credit card, and have agreed to us doing so, we will securely save these details to automatically renew your policy each year. This is known as a Continuous Payment Authority. We will attempt to take payment up to 5 days in advance of the renewal date. If we are unable to take payment (for example because funds

are not available), you will need to contact us to make payment and ensure you remain covered. If you do not make a payment your policy will be cancelled.”

When Ageas came to process the renewal, it was unable to take funds from the card details it held on its file. Neither party has explained why this happened. But Ageas contacted Ms M by email and through her online account to alert her to this and it renewed her policy for a week to give her time to remedy this. I think that was fair and reasonable in the circumstances.

This letter, and the renewal notice stated that Ms M could contact Ageas online or by phone. Ageas also notified Ms M that her policy would be cancelled unless the payment was made. Ageas asked Ms M to make the payment change on her online account, but it also gave her the options of calling it or using webchat.

Mr D has explained that Ms M doesn't have a smart phone or access to apps. But I can see that she first took out her policy with Ageas through an online comparison site where she would have had to register her details. And Mr D hasn't said that Ms M has protected characteristics under the Equality Act (2010) which makes it more difficult for Ms M to use these methods of communication. Ageas also made other communication methods available to Ms M. So I can't see evidence that Ageas has discriminated against Ms M in this matter.

The parties then tried to make contact. And I can see that Ms M emailed Ageas several times and it responded giving her the means of making contact to make her payment and reminding her that her policy would be cancelled unless this was done.

I can see that Ms M did call Ageas several times, but she said the call wait times were too long or one number was unavailable. Ageas later checked this and said the line was working. So I can't say why Ms M was unable to use this line.

Ms M asked Ageas for calls back and I can see from Ageas' records that it called her three times, but it wasn't able to make contact even at the time Ms M had said she was available. Mr D said there was evidence that Ageas had only called Ms M on two occasions, and he said he had records to show this. But he hasn't provided these for me to consider. So I think I can reasonably rely on Ageas' records.

Ms M unfortunately didn't make contact with Ageas to make the payment and so the policy was cancelled. I think that's in keeping with its terms of business. And I think it gave allowance for Ms M to make the payment, tried to contact her by her preferred method, and gave her reasonable alternative methods of making the payment. So I can't say that Ageas did anything wrong in cancelling Ms M's policy.

Ms M then contacted Ageas by email stating that she couldn't get through by phone. Ageas responded saying that the policy was cancelled but it may be possible to renew it. Ms M called but she didn't pass Ageas' data protection checks and she ended the call. Ageas later looked to reinstate the policy, but this wasn't permitted as it had cancelled the policy correctly. I think Ageas reasonably tried to accommodate Ms M's needs. And so Ms M took out a new policy with Ageas.

Ms M said she was unable to use her car for a week whilst she was without insurance. Ms M also said she had spent a lot of time and much effort trying to contact Ageas. And I've seen evidence of her emails and calls to Ageas.

But as I'm satisfied that Ageas cancelled the policy fairly and reasonably, then I don't require it to compensate her for this trouble and upset.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 17 October 2025.

Phillip Berechree
Ombudsman