

The complaint

Mr C complains about Bspoke Underwriting Ltd's actions in connection with the renewal of his motor insurance policy.

Mr C's policy was branded under another insurance intermediary's trading name. But Bspoke has acquired that business. And it's responsible for responding to the complaint. So I will only refer to it within this decision.

What happened

What follows is a brief summary of the key events. It's not intended to be a comprehensive timeline of all the actions, correspondence and communication between the parties. Instead it's a snapshot of how events have progressed.

Mr C took out a Bspoke policy in October 2023. When doing so he made a choice for the policy not to auto-renew in 2024. The policy took effect from 30 October 2023.

In October 2024 Bspoke sent Mr C an invitation to renew his policy for a premium of around £1,290. It later left him a voicemail message to remind him that his policy was due to renew. Mr C didn't contact Bspoke until 31 October 2024, the day after his policy expired. Bspoke ran through a new quote with him. During that process Mr C said that his address had changed as had the place where he keeps his car overnight. Bspoke quoted him a premium of £4,838. Mr C accepted that premium.

Bspoke told Mr C that if he wanted to cancel he could do so. If he did he would only need to pay for his time on cover and, if the cancellation was after 14 days, a £40 admin fee.

Bspoke told Mr C he'd need to pay a deposit that day of £403. It said that his direct debits were payable from the first of the month but, because it was unable to set up a direct debit for 1 November, it would take two payments, both of £403, in December 2024. Mr C agreed to that.

In November 2024 Mr C complained to Bspoke that its renewal information was misleading as it implied his policy would auto-renew. He also complained about the scale of the premium increase. He said he wanted to cancel the policy but that shouldn't happen until he had arranged alternative cover.

On 1 December 2024 Mr C's bank paid Bspoke £806, in respect of two premium instalments.

Bspoke replied to Mr C's initial complaint on 19 December 2024, it didn't uphold it. It said it thought its renewal information was clear. It also told him it had passed his complaint about the premium to the policy's underwriters which is a separate business.

Mr C remained unhappy and raised another complaint. Amongst other things he said: Bspoke's complaint response letter was inconsistent with his discussion with its handler; it hadn't addressed why it had taken two payments totalling £806 from him in December 2024; it hadn't given him information about how to cancel his policy.

On 23 December 2024, following an email from Mr C of 21 December 2024, Bspoke cancelled his policy backdating that cancellation to 21 December 2024. It then provided a premium refund of £533.

Following further correspondence, Bspoke logged another complaint. It responded to that in January 2025. It didn't agree that its complaint handler had been inconsistent. It said it had been transparent about the sums it would collect from him. It didn't think it had done anything wrong when cancelling his policy. It also explained that the refund given was after charging Mr C for his time on cover.

Mr C brought his complaint to the Financial Ombudsman Service. One of our investigators looked into it. She didn't think Bspoke needed to take any further action. Mr C didn't agree so his complaint's 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.

Between November 2024 and January 2025 Mr C engaged in regular and comprehensive correspondence with Bspoke via various media. During that period he has raised a number of points. He's also taken the time to supply further information to us. I've considered everything he's sent to us and everything else on file. But, in this decision, I'm not going to refer to every single event or point raised. Instead, I've focused on what I think are the key issues that remain outstanding. So, if there's something I haven't mentioned, it isn't because I've ignored it. I haven't. It's because I'm satisfied I don't need to comment on every event or issue raised to be able to reach what I think is a fair and reasonable outcome in all of the circumstances.

Before setting out my findings I'll briefly explain that Bspoke is an insurance intermediary. So it sells policies, assists with their administration and collects premiums. But it doesn't provide the cover itself and it's not responsible for the premiums charged. That is the responsibility of the underwriter. Bspoke isn't responsible for the underwriter's actions or the premiums it charges. So I'm not going to comment on Mr C's complaint about the scale of the premium increase here.

The renewal process

The crux of Mr C's complaint is that, based on the information Bspoke provided, he expected his policy to automatically renew without his intervention. Had that happened the other issues that arose later would not have occurred. He said he believed that Bspoke's information was intentionally misleading in order to allow it to exploit that misunderstanding and charge higher premiums.

First it's important to note that Mr C made a specific choice not to auto-renew his policy when he bought it in 2023. Had he not made that choice then his policy would have automatically renewed. The letter sent to him at that time said:

"As you have chosen not to automatically renew your policy this means that you'll need to contact us before the policy renewal date if you want to continue your cover. If you don't then your cover will end."

So, I think the information given to him from the outset was clear that the policy would not auto-renew. I realise it's easy for a detail like that to slip the mind at renewal a year later. But I don't think Bspoke could have known that Mr C expected his policy to auto-renew, particularly where he'd elected for that not to happen.

That said I've also looked very carefully at the renewal information Bspoke provided. Having done so I don't agree that it was misleading. Bspoke sent Mr C a renewal invitation letter which said that his policy was due to renew on 30 October 2024. It didn't at any point say that his policy *would* auto-renew. It does have one box which says:

"Your policy will renew on 30 October 2024".

It appears that Mr C has, perhaps, looked at that box and made an assumption that it meant his policy would auto-renew. But if that was the case I don't think that was Bspoke's fault. As I've already said the information doesn't anywhere say the policy will auto-renew. And the second page of the renewal invitation letter has a heading in a larger, bold font and in a different colour to the text which says:

"You've opted-out of automatically renewing your policy"

It then went on to explain how to contact Bspoke if he wanted his cover to continue. Mr C doesn't think this information is prominent enough. But I disagree. While it might not be as prominent as the box advising the policy would renew from 30 October 2024, from even a fairly brief scan of the headings the letter contains it is clear the policy will not auto-renew. It follows that I don't think there was anything misleading in Bspoke's renewal information.

I'll add that Mr C said Bspoke's complaint handler provided inconsistent information on this point. He said its staff had agreed a reasonable person would conclude the policy would auto-renew. But that's not what Bspoke's complaint handler said to Mr C. She said that if she'd been told a policy was going to *auto-renew* then she would expect that to happen. She also made it clear that she hadn't seen the letter itself and would need to review it before coming to a conclusion. The letter did not say that the policy would auto-renew. And, having considered what it actually said, she concluded that it wasn't misleading. As have I. It follows that I don't think there was anything inconsistent about Bspoke's responses here.

Collecting premium instalments

Mr C was very unhappy that Bspoke collected two premium instalments amounting to , over £806, on 1 December 2024. He said that in justification for that Bspoke has repeatedly told him that it was unable to take a payment from him in November 2024 when that patently wasn't the case.

I note that Bspoke has referred to being unable to take payment in November 2024. However, I've listened to the relevant call and what Bspoke actually said was that it was unable to take a *direct debit* payment in November 2024. Bspoke said that it would collect direct debit payments on the first of the month. But Mr C took out a new policy only one day earlier, on 31 October 2024. My understanding is that it typically takes banks between three and ten working days to set up a direct debit. So Bspoke was accurate when it said that it was unable to take a direct debit payment on 1 November 2024, as it wasn't possible to set one up in that time frame.

I'll add that Bspoke was clear it would take a deposit payment by card that day of £403 and that it would take two direct debit payments on 1 December 2024, both of £403, followed by nine further direct debit payments. Bspoke told Mr C that the £403 deposit would essentially act as his final premium instalment. Mr C agreed to that and made the card payment there and then.

Mr C's provided evidence that the initial £403 deposit payment actually left his account on 1 November 2024, which shows it was possible for Bspoke to take a payment in November 2024. But, as I've said above, I think Bspoke's messages have been clear enough that it was unable to take a *direct debit* payment as of 1 November 2024. I don't think it ever intended to imply that taking any payment in November was impossible. And it clearly told Mr C that it would take two payments in December 2024. An arrangement Mr C explicitly agreed to.

Further, Bspoke sent him policy documents that day, 31 October 2024. Those included the payment schedule he'd agreed to. Under a heading of *payment amounts and frequency* it said:

- *Total annual payment of £4838.88 to be collected by direct debit.*
- *First payment of £806.48 to be collected on or after 1 December 2024*

- 9 equal payments of £403.24 each subsequent month.

I'll add that this wasn't an entirely new payment schedule. It's notable that when Mr C took his policy out at the end of October 2023, the schedule for payments was (the amounts aside) almost exactly the same. That is an initial deposit was paid at the outset with a double premium payment in December 2023. Similarly, before Mr C told Bspoke that his address had changed it had offered to renew at the initial renewal price and when doing so said it would take an initial deposit equivalent to one month's instalment followed by two instalments on 1 December 2024. It didn't only take that approach after the premium increased.

It follows that I think Bspoke was clear and transparent with Mr C about what payments it would take and when. And this was something he explicitly agreed to. Also he had a month's warning in writing that Bspoke planned to take an £806 payment by direct debit on 1 December 2024. So it's not clear why this deduction from his bank account came as a shock to him. And I don't think Bspoke did anything wrong in the payments it collected or in its communications about that. So it doesn't need to provide any more evidence concerning this matter now as Mr C wants it to.

Policy Cancellation

Mr C raised the issue of cancellation when taking out the new policy on 31 October 2024. Bspoke told him that if he wanted to cancel he just had to let it know and that it would only charge him for his time on cover and a £40 administration fee. Mr C again referred to cancelling his policy when he sent an email on 4 November 2024. But at that time he said he wanted to cancel only after he'd "*secured alternate coverage*". But he didn't, at any point thereafter, tell Bspoke he'd arranged alternate cover. So it didn't explicitly receive his instruction to cancel the policy.

I'll add that Mr C said Bspoke had failed to give him information about how he could cancel his policy without leaving himself uninsured. The answer to that, would generally be, as I'm sure Mr C is aware, that he simply needed to arrange a replacement policy to begin at the date of his choice and to then cancel his Bspoke policy either with immediate effect or from midnight the day before his new policy began. But Mr C said he wanted Bspoke to explain how he could arrange alternative insurance when he was "*unable to secure a new policy due to financial constraints [Bspoke] created*". So it seems that he was asking Bspoke for advice on how he could arrange a new policy in light of some financial constraints. That clearly wasn't a question Bspoke could address. It was not for Bspoke to assist with Mr C's financial situation. So I don't find it unfair that it didn't address that point.

I'll add that after Mr C sent another email in which he referred to his wish for Bspoke to effect cancellation with 24 hours' notice, on 21 December 2024, Bspoke cancelled his policy on 23 December 2024 and backdated it to 21 December 2024. Mr C complained about this saying it left him uninsured. But I don't think Bspoke did anything wrong.

It appears that Bspoke interpreted Mr C's email as saying that he wanted to cancel his policy, but to allow him 24 hours to do so. It's then backdated that cancellation to the date Mr C actioned it. However, it seems that what Mr C was actually asking Bspoke to do was to cancel his policy from a date at least 24 hours in the future from when Bspoke actioned his email. But, assuming my interpretation is correct, all he needed to do was to tell Bspoke when exactly he wanted the policy cancelled from.

So he could, for example, have asked Bspoke to cancel the policy from midnight on 22 December 2024 (to allow 24 hours' notice) or any other date he chose. He didn't need to ask Bspoke to pick a date at least 24 hours away and then let him know. And I think that perhaps led to a misunderstanding that Bspoke thought he wanted it cancelled straightaway but deferred for 24 hours. But in any event, I don't find that Mr C was put to any detriment. Bspoke confirmed, when it responded to his complaint, that had there been an incident between 21 December 2024 and the date it actually cancelled the policy, it would have

ensured he was covered. But, in any case, there was no such event.

It follows that I'm not going to instruct Bspoke to take any further action or make any award in Mr C's favour.

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 Mr C to accept or reject my decision before 9 October 2025.

Joe Scott
Ombudsman