

The complaint

Mr P complained that One Sure Insurance Limited took money from his bank account without notice.

What happened

Mr P took out a commercial motor insurance policy through One Sure. However, due to Mr P not responding to validation requests, the policy was cancelled. Unfortunately, Mr P was then involved in a road traffic accident following the cancellation. His insurer had to cover the claim due to the Road Traffic Act and Mr P was then required to cover the costs of the claim. One Sure were responsible for collecting the money from Mr P. Mr P hasn't disputed that he owed the money.

One Sure had made attempts to collect the money. This included setting up several payment plans which then failed. In late-November 2024, One Sure took several payments directly from Mr P's bank account, totalling over £1,900. The money was Mr P's monthly salary and little to no money was left in the account. Mr P was unhappy and complained. One Sure didn't uphold Mr P's complaint. They said the money was owed and they were entitled to take it. Mr P was still unhappy and brought the complaint to this service.

Our investigator upheld the complaint. Whilst they acknowledged One Sure's terms of business allowed them to take money, they didn't think it was fair to take such a large amount without any notice to Mr P. They awarded £250 compensation to Mr P. One Sure appealed. They didn't think it was fair to pay Mr P compensation when he still owed over £500. As no agreement could be reached, the complaint has been passed to me to make 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.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr P 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.

As our investigator set out, I accept that One Sure's terms of business set out that when money is owed, they can take it directly from the customer's bank account. However, I would still expect One Sure to treat Mr P fairly and reasonably in how they apply using this term.

Whilst I also accept letters had been sent on a couple of occasions to inform Mr P that they can take money from his account, I'd expect One Sure to inform Mr P of when they'd want to take money and how much they're likely to request. One Sure didn't do this and took most, if

not all of Mr P's monthly salary. Whilst Mr P owed them money, taking this much money without any notice, isn't fair or reasonable. It left Mr P without any money to cover everyday basics such as rent and food. This left Mr P in a vulnerable position and caused harm which One Sure could have foreseen and avoided.

I agree that the above has caused Mr P an unreasonable amount of distress and inconvenience. I think the £250 compensation awarded by our investigator is fair and reasonable.

Whilst I appreciate Mr P still owes some money, Mr P had to borrow money and sell items to pay his bills. So I don't think it's unreasonable for the compensation to be paid to Mr P directly instead of paying off the debt. Should Mr P want to then use the money to pay off some of the debt, he'll be able to do so.

Mr P has raised about the impact on his partner due to the money being taken. As Mr P's partner isn't a policyholder, I can't consider the distress caused to her in my award on this complaint.

Putting things right

To put things right, One Sure should pay Mr P £250 compensation.

My final decision

For the reasons I've explained above, I uphold this complaint and direct One Sure Insurance 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 Mr P to accept or reject my decision before 14 November 2025.

Anthony Mullins
Ombudsman