

complaint

Mr E complains that Premium Credit Limited cancelled his insurance policy even though it had agreed a payment date with him.

background

When Mr E's direct debit payment was returned unpaid, he says he called Premium Credit and it agreed he could call back on 19 December 2014 to pay the outstanding amount. However, when he did so, he was told the policy had been cancelled on 16 December 2014.

Premium Credit says the customer advisor told Mr E the cancellation date was 16 December 2014 and that Mr E had agreed to call back that day.

Our adjudicator did not recommend the complaint should be upheld. She listened to the call and found Mr E had agreed to call back and make payment on 16 December 2014, although she acknowledged there was some confusion about which day of the week that was.

Mr E responded to say, in summary, that he clearly stated he would make payment "next Friday" and that it was Premium Credit's responsibility to clarify which date was meant.

my findings

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

I have listened to the call and I cannot conclude that Premium Credit did anything wrong when it cancelled Mr E's policy on 16 December 2014, due to non-receipt of payment. I acknowledge Mr E says "*the 16th is going to be the earliest I can do, next Friday*" and the call handler does not question the discrepancy between the date and the day. However, she does go on to say "*No that's fine. 16th is the cancellation date*" to which Mr E responds "*Oh is it? OK. So if I ring up that morning and pay it, it'll be fine?*". The call handler again confirms the date by saying "*On the 16th, that'll be fine*" and Mr E says "*OK, perfect.*"

So, whilst I accept Mr E mentioned the Friday once in the call, I do not consider it was unreasonable for the call handler to expect Mr E to call back on 16 December 2014 to make the payment. I have also seen three letters that were sent to Mr E, from both Premium Credit and the insurer, all of which confirm payment needs to be made by 16 December 2014.

In summary, I do not consider Premium Credit should have done anything differently.

my final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 29 July 2016.

Amanda Williams
ombudsman