

complaint

Mr S complains about the level of service provided by One Call Insurance Services Limited with regard to his motor insurance policy. He seeks compensation for this.

background

On 18 May 2014 Mr S requested a quote for a commercial van policy which was set up by One Call. Later on the same day Mr S requested a quote for a private car policy. On 20 May One Call told Mr S that no cover was in force for his car policy, as proof of his no claim discount (NCD) was needed. In response to this Mr S sent in the required documentation by email which included references to the letter provided by One Call and his car registration. Mr S received a no response email on 21 May, confirming the safe receipt of his documents. On 6 July Mr S contacted One Call for a copy of his car insurance details and was told by One Call that no cover was in force.

The adjudicator recommended that the complaint should be upheld. She thought that whilst One Call said that no communication was received from Mr S following its letter sent on 20 May, Mr S provided evidence to show that he did contact One Call by email providing the documentation requested in order to set up his policy. He then received a no reply email from One Call stating the documentation was received. She thought it reasonable for Mr S to believe that his car insurance policy was in force. She thought that Mr S had made his intentions clear that he wanted a car insurance policy and One Call failed to act on this and therefore it should have done more. It should have told him that two sets of NCD would need to be provided to set up his policies. She also thought that One Call's customer service had been poor and that it should pay Mr S £100 compensation for this.

One Call responded that Mr S did not communicate with it about the car's policy after the letter on 20 May was sent and that it was made clear to him that no cover had been issued against Mr S's private motor policy.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can understand that Mr S was concerned that he was without car insurance for a month and that this could have had serious consequences for him. Fortunately, nothing untoward occurred in this period to cause him any loss.

Mr S says that he thought that he had cover for his van and car in place. One Call says that his van was covered but that it did not set up the car's policy and that a misunderstanding had occurred in regard to Mr S's proof of NCD. It says that it received electronically and via post a copy of both drivers' licences and a copy of NCD which was attached to the commercial vehicle policy as this was set up and no other NCD proof for this policy had been received. It says that its administration team would have no reason to believe this was for any other insurance and would be unaware that Mr S had also applied for car insurance. It then sent confirmation that all was in order and there was nothing further to be done. This is where it believed a misunderstanding occurred as it was referring to the commercial insurance policy but Mr S believed the car insurance policy was now in place, and it apologised for this.

One Call provided contact details for Mr S to call it to resolve the issue on the email and letter sent on 20 May advising that it needed the NCD prior to cover being issued. One Call has said that no communication was received from Mr S in relation to his car insurance policy. Mr S says that he called One Call, and I have no reason to doubt this, and he responded by email sending the details required. I find that this email clearly outlines his intentions that the documentation provided is for his car insurance policy. As Mr S then received a no reply email from One Call stating the documentation was received, I find that it was reasonable for him to believe that his car insurance policy was in place. One Call says that the fact no payment had been taken or certificate issued for the car should have alerted Mr S that he had no cover. But I find that I agree with the adjudicator that One Call should reasonably have contacted Mr S once it had the car insurance quotation and NCD to tell him that two sets of NCD would need to be provided to set up his policies.

Mr S is also unhappy with One Call's communication and customer service. I find that he had to make several phone calls, was put on hold multiple times and passed through many departments to try to resolve his concern, which I find is unreasonable. Mr S also tried to contact One Call by email and had no initial response and due to this Mr S purchased car insurance elsewhere. One Call accepts that its service was not good and it has offered to reimburse Mr S's call costs on receipt of evidence of them. It is open to Mr S to accept this offer.

However, I find that Mr S has experienced a fair amount of distress and inconvenience and One Call should reasonably compensate Mr S for this. I find that I agree with the adjudicator that an award of £100 is appropriate as this is in keeping with the level of award we would recommend in similar circumstances.

my final decision

For the reasons above, it is my final decision that I uphold this complaint and I require One Call Insurance Services Limited to pay Mr S £100 compensation for the trouble and upset caused by its poor communication and level of service.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr S to accept or reject my decision before 22 May 2015.

Phillip Berechree
ombudsman