

complaint

Mr D's complained that Tesco Underwriting Limited charged him for home insurance for nearly two months after he'd written to say he didn't want to renew his policy.

Mr D's been dealing with Tesco Bank as it arranged his policy. It's acting for the insurance company who provided the cover - Tesco Underwriting - in administering the policy and dealing with this complaint. But I've just referred to Tesco in the rest of this decision.

background

Mr D had a home insurance policy with Tesco that was due for renewal in April 2013. He got a letter telling him this, which also said if he didn't do anything the policy would renew automatically. Mr D says he sent Tesco a letter saying he didn't want to renew and he cancelled the direct debit for the policy with his bank.

Tesco says it didn't get his letter and renewed the policy. It tried to collect the monthly payment but couldn't because the direct debit had been cancelled. It wrote to Mr D several times and Mr D only called to say he didn't want the policy some time later.

Tesco said Mr D should pay around £90 for the time it was insuring his home.

I sent out a provisional decision in which I said Tesco should waive the charge and remove any reference to the debt from Mr D's credit record. This was because I thought it was clear from what Mr D had done that he didn't want to renew his policy. I suggested a letter he sent to Tesco saying he didn't want to renew it might have been overlooked.

Mr D is happy with my provisional decision, but wants to make sure there's nothing on his credit record about the debt. Tesco's also said it's happy to accept the provisional decision.

my findings

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

As both Mr D and Tesco have accepted my provisional decision there's nothing I need to add. Other than to say I explained that I expected Tesco to make sure there was nothing on Mr D's credit record about his debt for the policy. So it must now make sure it does this.

my final decision

For the reasons I've given I uphold Mr D's complaint. Tesco Underwriting Limited must remove the charge for Mr D's home insurance policy in 2013 and remove any reference to the debt for it from Mr D's credit history.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 7 April 2015.

Robert Short

ombudsman