

complaint

Ms G, daughter and executor of the estate for Mr G, complains about the way Swinton Group Ltd dealt with the cancellation of her father's car insurance policy.

background

I sent the parties a provisional decision last month in which I said I wasn't minded to uphold the complaint. I set out the background in that decision but in summary the complaint arose as a result of the way the late Mr G's insurance policy was cancelled.

The named driver (S) on Mr G's policy had registered Mr G's vehicle in their name. They were recorded on the policy as Mr G's common law partner and living at the same address. S provided a death certificate and the vehicle registration document to Swinton. And after Swinton contacted the insurer, it was instructed to cancel the policy. But during this time Ms G also contacted Swinton to cancel the policy. On the insurer's instruction Swinton cancelled the policy and paid the refund back to the card that paid for the policy in the first place.

Swinton didn't think it had acted unfairly. It said that S had all the correct documentation to make the changes to the policy. And although Ms G had asked Swinton not to allow any changes Swinton referred the matter to the insurer. And when the refund was made it was sent back to the card that had paid for the policy.

I explained that the decision to cancel the policy was made by the insurer, and Swinton did that on their behalf. As such, responsibility for that lay with the insurer and not Swinton. But I acknowledged that some matters were left unresolved for Ms G.

replies to provisional decision

Swinton accepted my decision but Ms G didn't. Ms G's reply covers a number of issues but in summary the main points are:

- Ms G didn't know Swinton was an insurance broker
- S wasn't her father's common law partner and didn't live with him
- The car formed part of Mr G's estate and S took the car
- The vehicle was reported as stolen

my findings

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

My decision around the cancellation of the policy remains unchanged. Swinton conveyed information to the insurer and the insurer controlled the cancellation. Swinton was instructed to cancel the policy and in doing so was acting on the insurer's behalf. So I'm satisfied that Swinton isn't responsible for the cancellation.

The fact that Ms G wasn't aware that Swinton was an insurance intermediary isn't relevant to this complaint. Swinton passed details to and took instructions from the insurer. And so I'm satisfied it did what it was required to.

I've made no finding on whether or not S was, in fact, Mr G's common law partner. But S was recorded on the policy as such.

I appreciate that some of the unresolved matters for Ms G relate to the car and her father's estate. And I'm also aware that she's been in contact with the police. These aren't matters I can resolve and I understand they add to what already is a stressful set of circumstances.

Taking everything into account I'm not reaching a different decision to that in my provisional decision.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 13 November 2017.

Sean Hamilton
ombudsman