

complaint

Mrs F has complained that One Call Insurance Services Limited unfairly cancelled her motor insurance policy.

background

Mrs F bought a motor policy through a broker, One Call. She didn't mention a notification only incident from 2013, so the insurer wanted Mrs F to provide further documents. So One Call asked Mrs F to provide a copy of her driving licence, information about the notification incident from 2013, and her V5 registration document.

Mrs F provided all of the documents. One Call passed these to the insurer. The insurer told One Call the V5 registration document wasn't for the car it was insuring, but another car. So One Call asked Mrs F to provide the V5 registration document for her current car.

Mrs F says she did this. But One Call said it received only the first page of the current V5 document – and it called Mrs F the following day to tell her to email it directly to the agent. One Call says it didn't receive the rest of the V5 document. So it cancelled her policy as the insurer instructed.

Mrs F complained to One Call. She'd contacted One Call via its live chat service on the day her policy was to cancel to check her policy hadn't been cancelled. The agent confirmed her policy was in place and due to end in March next year.

But One Call said it didn't get the current V5 document and it was following instructions from the insurer. So the cancellation remained.

Mrs F was very unhappy about this, so she brought her complaint to us. The adjudicator who investigated it recommended it should be upheld. He thought Mrs F had provided the documents One Call needed. So he felt it had unfairly cancelled her policy. He recommended One Call do the following:

- Ask the underwriter to remove the cancellation marker from all internal and external databases
- Provide a letter to Mrs F confirming the cancellation was done in error so that Mrs F can show her current insurer to reduce her premium if appropriate.
- Refund any cancellation fees it charged Mrs F and pay her compensation of £100 for the trouble and upset it caused her

One Call didn't reply to the adjudicator's opinion. So the matter has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I intend to uphold it.

When Mrs F sent her documents, she attached the V5 registration document for the car she was driving when the notification only incident happened. The insurer said it needed the V5 registration documents for the car it was insuring.

One Call's notes show it received the first email with the first page of the current V5 documents from Mrs F on 11 April. But it says it didn't receive anything else from her. So it cancelled her policy. I don't know why One Call received the first email, but not the other three as Mrs F sent them all to the same email address. But Mrs F has shown that she sent all four emails attaching each page of her current V5 document to the same email address. – so I think One Call had all the information it needed to prevent her policy from being cancelled.

Mrs F checked that her policy wasn't cancelled a few days later. One Call's agent on 'live chat' confirmed her policy was in place until the following year. Three days later Mrs F received a cancellation letter from One Call.

I think One Call was unreasonable to Mrs F. She sent it the documents it needed before the deadline it gave her to pass to the insurer. And it told Mrs F her policy was in place when she checked. I don't think she could have done anymore. So I don't think One Call was fair to her when it cancelled her policy. And I agree with the adjudicator's recommendations to put things right for Mrs F.

my final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require One Call Insurance Services Ltd to do the following:

- Ask the underwriter of the cancelled policy to remove the cancellation marker from all internal and external databases.
- Provide a letter to Mrs F confirming the cancellation was done in error so that Mrs F can show her current insurer to reduce her premium if appropriate.
- Refund any cancellation fees it charged Mrs F.
- Pay Mrs F compensation of £100 for the trouble and upset it caused her

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 12 September 2016.

Geraldine Newbold
ombudsman