

## **complaint**

Mr C complains that Liverpool Victoria Assurance Company Limited (LV) cancelled his motor insurance policy.

## **background**

On 18 December 2012, LV sent Mr C a letter by recorded delivery asking him to supply copies of the registration document for his car, his driving licence and a household utility bill. The letter explained that unless it received these documents, Mr C's motor insurance policy would be cancelled. Having not received a reply, LV sent a notice of cancellation to Mr C on 9 January 2013. On 16 January LV emailed Mr C to say that his insurance would be cancelled at midnight. Having had no response to either of these, LV cancelled his insurance. Subsequently Mr C was convicted of driving without insurance.

The adjudicator did not recommend that the complaint should be upheld. He was satisfied that LV was entitled to ask for the documents and, when they were not received, to cancel Mr C's motor insurance. Mr C didn't agree. He said that LV had taken a direct debit payment for the policy on 14 January 2013. He has argued that without proof that he had actually received the letters, LV wasn't entitled to cancel the 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.

Where the evidence is incomplete, inconclusive or contradictory, as some of it is here, I reach my decision on the balance of probabilities – that is what I think is likely to have happened taking into account the evidence that is available and the wider circumstances.

I find that LV acted reasonably in asking to see the documents it requested, and it made it clear that if Mr C did not produce them it would cancel his motor insurance policy.

Mr C says he didn't receive either the letter requesting the documentation or the subsequent notice of cancellation. The 18 December letter was sent by recorded delivery. LV's records show that it was delivered on 20 December. As the Post Office only keeps records of recorded delivery items for six months, it isn't possible to say who signed for receipt of the letter. I am satisfied, however, that the information that has been retained about the delivery is accurate and that not only was the letter sent to Mr C, but that it was received at his postal address.

I further find, on balance, that LV sent a notice giving Mr C seven days' notice of its intention to cancel the policy on 9 January 2013. In doing so, I consider that LV was acting reasonably and fairly and in line with the terms and conditions of the policy.

Finally I note that the email address which LV says it sent the final warning to on 16 January 2013 is the same one as Mr C has used in his contact with this service. I have seen a copy of the email and am satisfied that it was sent on the date recorded and to the address specified on the heading.

Taking all these together I consider it to be very unlikely that all three of these communications went astray. It may be that Mr C didn't pick up or read one or more of the

letters / email, but I am satisfied that by midnight on 16 January 2013, Mr C was either aware or should have been aware that LV intended to cancel the policy unless he provided it with the documents it had asked for.

It follows that I am satisfied that there was no error on LV's part and that it was entitled to cancel the policy.

**my final decision**

For the reasons set out above I do not uphold the complaint. It follows that I make no award against the Liverpool Victoria Insurance Company Limited.

Melanie McDonald  
**ombudsman**