

## **complaint**

Mr A complains that CIS General Insurance Limited applied zero years no claims discount (NCD) and changed the car model which increased the premium for his motor insurance policy. Mr A is also unhappy that CIS emailed him at an incorrect email address. He wants his full years NCD reinstated and an investigation of his concerns.

## **background**

When Mr A took out a motor insurance policy with CIS online, he declared that he had four years NCD, and he supplied his car registration number and the model. He also provided an email address for CIS to correspond with him. However, when Mr A supplied his proof of NCD, CIS found that it was being used on another policy which had not ended when this policy started, and the car registration and model were wrong. CIS removed the NCD and amended the car registration and model which created an additional premium, and Mr A decided to cancel the policy. Mr A said that although he had told CIS of a change in his email address, he was still receiving emails at his old email address.

The adjudicator did not recommend that the complaint should be upheld. She thought that CIS had not acted unreasonably by declining the NCD, and increasing the premium, as Mr A's NCD was being used on another policy. Mr A had opportunity to check the policy documents and inform CIS if any details were incorrect, but he did not inform CIS of any errors in the car registration. She thought that CIS had used the email address that Mr A provided initially, and it then changed it when he told it of the change.

Mr A responded that he was treated unfairly by CIS as he forgot to cancel the other policy and he should not be penalised for this and charged a higher premium. He also said that when he cancelled the policy with CIS, CIS agreed he could pay the lower premium and then changed its mind, which he felt was unfair.

## **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 A feels frustrated and unfairly treated by CIS. He says that he simply forgot or failed to cancel his other policy for his car. Whilst he accepts that CIS has not done anything wrong, he feels that he is being harshly treated and having to pay a much higher premium for a simple mistake.

Mr A says that he was abroad and unfortunately failed to cancel the original policy. However, he was able to set up his new policy and I find that there is no dispute that Mr A arranged the new policy while his current policy was still operative and that they overlapped by 10 days.

CIS has provided evidence that it would not accept NCD proof where the previous or existing policy expired more than 7 days after the start of the new policy. In this instance it was 10 days so I find that I am satisfied CIS has acted in line with its procedures. I can understand that Mr A finds these procedures officious, but we are not the regulator and cannot interfere in a business's internal procedures, except to see that they are fairly and reasonably applied.

As its terms state that it can't accept NCD if it is being used on another policy, I find that CIS has not done anything unreasonable. I find that CIS, once it was aware that Mr A's previous policy was still in force, applied zero years NCD and it amended the policy and charged the premium it would have charged had it known this from the outset. I find that this was not unreasonable.

Mr A seeks an explanation for why the incorrect details for his car were inputted online. Mr A completed the form online and I find that CIS has already explained that the quote he accepted was with the car's wrong registration number and model. As I have not seen evidence that CIS altered his details, I find that it is most likely that a typo led to an error in the registration number Mr A himself inputted. CIS says that if Mr A had provided the correct car details from the outset, the original premium would have been different. Therefore, I find that CIS has not made an error in later amending the policy which subsequently incurred an additional premium. CIS did not apply an administration fee for the amendment, which I find to be reasonable.

Mr A says that he repeatedly told CIS that his email address had changed yet it continued to use his old one. However, I find from its records that CIS changed his email address on its system but that it continued to use his old email address for marketing information for a period. I find this not to be unreasonable as Mr A gave it this address.

Mr A said that CIS agreed that he could cancel the policy and pay the initial premium quoted, but I find that there is no evidence of this offer in the business file and CIS is entitled to charge him the higher premium based on the correct car details and zero years NCD.

### **my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against CIS General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr A to accept or reject my decision before 11 May 2015.

Phillip Berechree  
**ombudsman**