

complaint

Mr K complains that One Call Insurance Services Limited cancelled his motor insurance policy without telling him.

background

In May 2014, Mr K bought his motor insurance policy for his van from One Call. Unfortunately, the direct debit details Mr K had given One Call were incorrect. One Call wrote to Mr K to get the correct payment details and when it didn't hear from him, it sent him letters about the cancellation of his policy. Mr K says that he didn't receive those letters.

At the end of June 2014, the police stopped Mr K whilst he was driving and he found out that he didn't have valid motor insurance in place. Mr K went to court and was convicted of driving without insurance and, because of the accumulation of points, he was disqualified from driving for 12 months. He sold his van.

The adjudicator initially said that One Call hadn't done enough to tell Mr K that it had cancelled his policy. In response to that, One Call sent to this service a screen shot of its system that shows the dates it sent various letters to Mr K. It also sent a copy of its letter to Mr K dated 17 June 2014, which said that it had cancelled his policy. After considering the additional evidence, the adjudicator said that One Call took reasonable steps to tell Mr K that it had cancelled his policy. She said that it wasn't responsible for Mr K's conviction and the problems Mr K suffered because of that.

Mr K didn't agree with the adjudicator. He says that he didn't receive letters about cancellation of his policy. He also said that we shouldn't take into account the additional evidence One Call sent as it was provided after the last deadline.

my findings

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

I can understand that this has been an upsetting and costly experience for Mr K. He has explained how this has affected his work and family life. I can see that Mr K is adamant that he didn't receive the important information about the cancellation of his policy. The situation wasn't helped by the fact that One Call initially sent incomplete information to this service and that important evidence wasn't provided until after the adjudicator sent her initial view. But it's right and fair that I take into account all relevant information, even if it's provided rather later than it should have been.

This service believes that insurers should take reasonable steps to ensure that policyholders are told that their policy has been cancelled. That's because cancellation of a motor policy has serious consequences and may lead to court action, as in Mr K's case.

I've looked at One Call's records. It's a little confusing here as One Call sent two notices of cancellation but, importantly, it also sent confirmation of cancellation. One Call sent confirmation of cancellation on 17 June 2014, after the notices of cancellation. I've seen that the letters were addressed correctly. I'm afraid that One Call isn't responsible for any failings in the postal system. So, I'm satisfied that One Call did take reasonable step to ensure that Mr K was aware that it had cancelled his policy.

While I can understand Mr K's distress and disappointment, I think that One Call acted correctly in cancelling his policy. I don't require it to pay Mr K any compensation.

my final decision

For the reasons I've discussed, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 30 December 2015.

Louise Povey
ombudsman