

## **complaint**

Mr H complains about how One Call Insurance Services Limited cancelled his car insurance.

## **background**

In October Mr H phoned One Call to take out car insurance. They asked him to provide further information, including his driving license, signed direct debit instruction and evidence of his current no claims discount, within seven days.

As One Call didn't get all the information, they wrote to Mr H and told him they'd cancel his policy if they didn't get what they needed. Mrs H called One Call and then promptly sent them a copy of her husband's driving license. One Call wrote to Mr H on 8 November telling him they'd cancelled his policy on 4 November and would repay the premium minus the cancellation costs and the used part of the policy.

Mr H complained to One Call. They said they were allowed to cancel if they didn't get the information they required. Mr H felt he'd given what was needed and he and his wife had been given inconsistent information. As he was unhappy he'd then have to pay more for the same insurance, he brought his complaint to the ombudsman service.

Our adjudicator reviewed what had happened but unfortunately wasn't able to get a copy of the call recording between Mrs H and One Call. He felt it was reasonable she came away with the impression she only had to give them the driving license (which was then given) and she should be able to rely on this. He asked One Call to give Mr H £100 for the trouble they'd had in having to get new insurance.

One Call didn't agree and have asked an ombudsman to review this complaint.

## **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 see One Call wrote to Mr H confirming the insurance he'd applied for and what was needed. When they didn't get this, they wrote a further twice. Firstly asking for the missing information and then to confirm the policy had been cancelled. In between this, Mrs H had phoned One Call. She's told us she understood she only needed to provide Mr H's driving license at that time. She believes One Call didn't ask her to provide the other information requested in their letter of 24 October.

The evidence shows Mrs H gave One Call information about her husband's driving license promptly. As Mrs H knew they'd already provided the other detail requested in the letter of 24 October – vehicle registration number and their postcode – she felt that was the end of it. I see no reason to doubt her when she says she wasn't asked for Mr H's national insurance number over the phone. This information was mentioned in One Call's initial information request following the policy being taken out. But after reading that letter again, I can see Mrs H's confusion. I believe the letter implies the national insurance number was contained within the driving license (which isn't the case), nor do I understand why having someone's national insurance number would help with checking the driving license.

Our adjudicator was concerned One Call phoned Mr H a couple of times but, because he didn't have a voicemail attached to his phone, never left a message. This means after Mrs H provided the license, she'd not have known that wasn't all that was needed until more than two weeks later when One Call told them the policy had been cancelled. There doesn't really seem to have been anything Mr H or his wife could have done to sort this out.

When Mr H tried to take out a new policy, One Call quoted a much higher premium. Mr H opted to take out insurance with a different company at the original price. So although he didn't lose out financially, his new car insurance didn't provide all the cover he'd originally been hoping for. He feels the confusion over what was and wasn't needed to complete the policy has led to him losing out.

Obviously One Call's terms and conditions allow them to cancel Mr H's policy. But I feel One Call could have been clearer about what was needed to complete the policy. I don't think it's unreasonable for her to have relied upon what she was told on the phone. And I believe the evidence shows she then did what she was asked during that call.

I agree with the outcome our adjudicator felt was fair. I've noted One Call did reimburse the cancellation charge. But as they cancelled the policy I think that's fair. One Call should give Mr H £100 for the trouble caused by cancelling his policy and they should write a letter to Mr H confirming the cancellation wasn't his fault. He might find this useful in the future when trying to get car insurance.

### **my final decision**

Based on the reasons I've given, my final decision is to instruct One Call Insurance Services Limited to pay Mr H £100 for the trouble caused, as well as give him a letter confirming the cancellation was not his fault.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 24 March 2016.

Sandra Quinn  
**ombudsman**