

complaint

Mr L complains about the level of service provided by First Central Insurance Management Limited and the charges that it has applied to his motor insurance policy. He wants it to refund his entire premium.

background

Mr L has had a number of concerns about First Central's service and charges since the start of his policy. He says that its online documentation states that the wrong car is insured and an advisor has also given the wrong car information on a number of occasions. When he requested business use he was quoted a very high premium. He was charged a late fee following a missed direct debit payment. He was not given any notification of the charge and it was taken with the late premium payment. This caused him financial problems. Mr L says that he changed his vehicle registration number and received an email saying that his insurance would be cancelled, and he was then charged a fee for changing the registration number. Mr L cancelled his direct debit authority and he was unhappy that First Central declined to accept payment by debit card each month.

The adjudicator did not recommend that the complaint should be upheld. He could not see evidence that the wrong car information had been given online or on the telephone. He had no evidence that First Central calculated the additional premium for business use incorrectly. He thought that First Central had applied charges for the late payment and registration change according to its policy terms. He acknowledged however that First Central should have made Mr L aware that his direct debit payment could not be taken. He had no evidence that First Central had sent Mr L an email saying that his policy would be cancelled. He thought that First Central was entitled to decline to agree to Mr L's request to pay his repayments manually.

Mr L responded that he wanted more time to gather evidence in support of his complaints.

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 see that Mr L has been very frustrated and stressed by the service provided by First Central. He says that he has no faith in First Central but declines to insure elsewhere for fear of affecting his no claims discount (NCD). He feels so strongly about First Central's level of service that he wants it to refund every penny. Mr L has requested more time to collect evidence to support his complaint, but as he has not provided this within the agreed eight weeks, I have reviewed his complaint based on the available evidence. I find that I am satisfied that First Central has provided all its available records for Mr L.

Mr L says that First Central's records have the wrong car details. I note that Mr L has a policy for his current car but a quote was generated for another, at his request. I find from the call records that First Central has reassured Mr L on three occasions that the correct car is on the policy. Mr L has not shown evidence otherwise. The adjudicator has already explained that our service is an evidence based organisation and, as such, we require persuasive evidence in order to substantiate Mr L's claims regarding the incorrect car on cover. I find that the evidence available does not support Mr L's claim and therefore that First Central has not made an error.

I find that the charges for change of registration and missed payment applied to Mr L's policy are highlighted within his documentation and therefore I find that I am unable to say that they were unreasonably applied. However, I find that I agree with the adjudicator that First Central should have reasonably alerted Mr L to the defaulted direct debit.

Mr L says that First Central calculated a high additional premium for business use although a friend's insurer charged her nothing for this change. I find that the premiums it charges are First Central's commercial decision and I cannot properly interfere with this. It is for First Central to rate the additional premium for business use, or to decline to offer it at all. I note that it has provided its underwriting statement supporting the increase in premium following the quotation for the addition of business use. I consequently find that I am persuaded that First Central's approach is reasonable.

Mr L cancelled his direct debit agreement and wanted to pay his monthly premium over the telephone by debit card each month. Mr L signed a credit agreement when he started his policy that confirmed the payments would be taken by direct debit. I find therefore that First Central is entitled to decline to agree to his request to make the repayments manually and that it has not made an error.

Mr L wants First Central to refund his payments in full. However, the premium he has paid for his policy is to ensure that he is indemnified in the event of a claim. As Mr L has had benefit of the cover, I find that I am not able to require First Central to make him any refund.

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 First Central Insurance Management Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 12 January 2015.

Phillip Berechree
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