

## **complaint**

Mr B has complained that Saga Services Limited didn't give him enough time to reply to it and he found their letters threatening. Mr B bought a car insurance policy with Saga.

## **background**

Mr B bought a car insurance policy with Saga. It asked him to provide proof of his No Claims Discount (NCD), a copy of his vehicle registration document and proof of his financial interest in the car he'd insured. Saga wanted to verify if Mr B was the owner of the car.

Saga didn't hear from Mr B and so it wrote to him again a couple of weeks later. As it still didn't hear from him, it gave Mr B seven days' notice before it would cancel his policy.

Mr B had been on holiday and was recovering from knee surgery. So he didn't receive Saga's cancellation notice until three days before his policy was to be cancelled. He said he didn't receive its earlier letters.

Mr B cancelled his policy with Saga. He thought its cancellation notice letter was threatening. If he had been on holiday for longer, he might have driven home from the airport unknowingly uninsured.

Saga apologised to Mr B for asking him to provide proof of his NCD as he was already insured with Saga before he bought this policy. But it said it hadn't been unfair to him by asking for further information. It needed to know who the registered owner of the car was and it was entitled to ask for verification documents. For asking Mr B to provide his NCD, it paid him £50 compensation.

Mr B didn't think this was enough and so he asked us to look at his complaint. Our investigator didn't recommend his complaint should be upheld. He thought Saga had dealt with Mr B's complaint in a fair way.

Mr B didn't agree. He didn't receive two letters from Saga before the cancellation notice and it hasn't provided evidence they were sent. He arrived back from holiday on 7 May and collected the recorded delivery notice on 8 May. He doesn't use a computer and doesn't have a photo driving licence. So realistically it would have taken him more than the remaining three days to provide the information Saga wanted to prevent his policy from being cancelled.

Mr B feels he's been treated unfairly by Saga. So he'd like an ombudsman to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold it.

Saga contacted Mr B because he'd told it he previously insured his friend's car. Saga wanted proof Mr B was the registered owner. It later found out that the named driver was the registered owner of the car Mr B insured with Saga.

It's unfortunate that Mr B didn't receive two of Saga's letters asking him for his driving licence, and proof of ownership of the car. These letters weren't sent by recorded delivery. But Saga isn't required to send all letters this way. I can't hold Saga responsible for Mr B not receiving its letters. From what I've seen, I'm satisfied that Saga wrote to the correct address. Saga gave Mr B a month to provide the documents it asked for. I think this was a reasonable amount of time.

Saga sent its cancellation notice on 4 May by recorded delivery. So the earliest he could have signed for it was 5 May. Mr B collected the letter on 8 May as he returned from holiday on 7 May. This meant Mr B had less time to provide the documents Saga asked for. But Saga didn't know Mr B was on holiday. And it didn't know he hadn't received its earlier letters.

I understand Mr B feels Saga has caused him considerable upset – particularly as he was recovering from surgery and had just returned from holiday. When we consider compensation awards and the impact of an insurer's mistake, we look at what did happen, rather than what might have happened. Mr B was insured when he drove home from the airport after his holiday. So fortunately he didn't unknowingly driving uninsured. And it wasn't unreasonable of Saga to ask Mr B for further information to continue to provide insurance.

I've read the letters Saga sent to Mr B including the cancellation notice and I don't think they were threatening. But Saga did make a couple of mistakes. Its cancellation notice was incorrectly dated as 5 April 2017 instead of 4 May 2017. And it asked Mr B for proof of his NCD even though he was already insured with Saga.

For wrongly asking for Mr B's NCD proof, Saga paid Mr B £50 compensation. I think this is fair for the upset this request caused Mr B. While the date of the cancellation notice was clearly incorrect, this error didn't make a difference to the outcome.

Overall I think Saga acted reasonably. So I'm not asking it to do anymore.

### **my final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 October 2017.

Geraldine Newbold  
**ombudsman**