

complaint

Miss H complains that Insure The Box Limited cancelled her motor insurance policy without notifying her.

background

Miss H took the policy out on 22 March 2019. Insure The Box wrote to Miss H four days later saying she needed to provide documents and other information by 2 April 2019 or the policy would be cancelled the next day. It also messaged her by text and by email. Miss H called Insure the Box to say she didn't have some of the documents, including the V5 registration document. She said she'd just changed her address, and the amended V5 hadn't yet been sent to her from the DVLA. Insure the Box said she should provide all the information she had. Miss H did so. And she said she'd send on the V5 document as soon as she had it.

Insure the Box wrote to Miss H again on 5 April 2019. It said she must provide the remaining documents by 14 April 2019 or the policy would be cancelled the next day. It also emailed the message to Miss H and sent her a text message. Miss H said she didn't get any of the messages. So she only became aware that her policy had been cancelled on 15 April 2019 when Insure the Box contacted her again to inform her of it.

One of our investigators considered Miss H's complaint. She thought it was reasonable for Insure the Box to cancel the policy. She thought it could show that it had given Miss H sufficient notice of the pending cancellation.

Miss H said the letter Insure the Box sent to her on 5 April 2019 was returned to it and she wasn't aware it had been sent. She explained the difficulties the cancellation had caused her. Miss H said she had struggled to find other insurance and now had problems in getting transport to work. She asked for a review of the complaint by an ombudsman.

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 don't think it should be upheld.

I think Insure the Box can show that it made every effort to contact Miss H about the potential cancellation of the policy. It was only required to write to Miss H at her last known address. Yet I think it's shown it also sent her an email and a text message on both occasions that it warned her about a possible cancellation.

Insure the Box says it got the letter it sent to Miss H on 5 April 2019 back from the Royal Mail. But all it needs to do is show that the letter was sent to the right address. It can't be blamed for postal failures. And in this case it also contacted Miss H by other means. It isn't clear why Miss H didn't get the email it sent to her on 5 April 2019, or the text message which its system recorded as "Delivered".

I think Insure the Box acted within its terms and conditions by cancelling the policy due to Miss H not having provided all the documents it needed to validate the policy. I think it gave her sufficient notice of the cancellation. It had already tried to assist Miss H previously by extending the deadline for the remaining documents. I know Miss H is upset because she says she would have contacted Insure the Box before 14 April 2019 had she been aware of the new deadline. But I think Insure the Box did all it could to make her aware of it.

I sympathise with the situation Miss H has found herself in, especially as it seems her health has been badly affected by it. But as I don't think Insure the Box has acted unreasonably, I can't uphold her complaint.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 12 September 2019.

Susan Ewins
ombudsman