

### **complaint**

Mr O has complained about LV's failure to record the correct engine size of his vehicle which caused Mr O to cancel his motor insurance policy.

### **our initial conclusions**

The adjudicator recommended that the complaint should not be upheld. He was satisfied that LV entered the vehicle registration correctly and confirmed the details with Mr O's representative. Unfortunately the registration number brought up an incorrect engine size for the vehicle and when Mr O realised he chose to cancel the policy. The adjudicator believed that LV had acted reasonably by refunding the premium and its cancellation charge leaving Mr O to pay a small charge for his time on cover. As Mr O did not agree, as he believed that his vehicle details were provided by his previous insurer and not his representative, the matter has been escalated to me for a final decision.

### **my final decision**

To decide what is fair and reasonable in this complaint, I have considered everything that Mr O and LV have provided. It is clear from the telephone calls that Mr O's representative provided the vehicle's registration number and confirmed its engine size when the policy was taken out. Although LV's systems (which are linked to the DVLA) brought up an incorrect engine size I cannot hold LV totally responsible for this when his representative confirmed that the details were correct. The evidence suggests that all details were provided by the representative at that time and not from Mr O's previous insurer.

The error was noted by Mr O at an early stage but he chose to cancel the policy and although I can understand his obvious frustration, I cannot hold LV responsible for his decision to cancel the policy. LV acted reasonably in waiving its cancellation fee as a gesture of good will and only charging for his time on cover. Mr O was then free to use his refunded premium to gain cover elsewhere.

**It therefore follows that my final decision is that LV acted reasonably in refunding its cancellation fee and only charging for Mr O's time on cover.**

**Under the rules of the Financial Ombudsman Service, I am required to ask Mr O either to accept or reject my decision before 16 September 2013.**

*Colin Keegan*

*ombudsman at the Financial Ombudsman Service*

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

#### **ombudsman notes**

#### **what is a final decision?**

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

#### **what happens next?**

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.