

complaint

Mr J complains after his motor insurance policy, bought through One Sure Insurance Limited ("One Sure"), was cancelled after premium payments were missed. Mr J is unhappy with the service he received and feels that the policy terms and conditions were not followed.

background

Mr J bought a motor insurance policy through a broker, One Sure in October 2018. The policy was taken out with an initial deposit payment, with the remainder of the premium being due within 28 days. At the end of this period, the payment had not been received and a late payment fee was applied. One Sure attempted to contact Mr J by leaving him a voicemail message and sending him text messages.

At the end of November 2018, Mr J called One Sure and informed them that he wasn't happy with the level of service he had received. In particular, that the initial documentation he had received included an incorrect vehicle registration number. One Sure apologised for this and explained that it was a result of human error and they had rectified it with new documentation as soon as they were made aware.

During this call, Mr J was also offered the option to cancel the policy. However, he was subsequently made aware that this wasn't possible as there appeared to be a third party claim being made on the policy. Mr J was also told that the insurer would be issuing him with a seven day notice of cancellation due to the non-payment of the remainder of the policy premium.

Mr J's insurer cancelled the policy after this notice period lapsed without payment. However, One Sure managed to revoke this after a call from Mr J on the same day. This was possible after Mr J entered into a finance agreement for the remaining premium with a third party, repayable through a direct debit.

Following failed direct debit payments and a default being issued, Mr J was given a further notice of cancellation. Mr J made a payment towards the outstanding amount and also got an agreement to extend the notice period by a few days. However, after a further default and the passing of the notice period, the insurer cancelled the policy.

Mr J was not happy that the policy was cancelled or with the level of service he had received, and brought his complaint to our service. He said that policy documentation and direct debit mandates had incorrect information on and that he had difficulty getting through to anyone over the phone at times. At one point he could not be told whether he had breakdown cover or not. He also said that when he was considering cancelling the policy he had been given a particular point of contact, but that had been removed. Mr J has said that this was a breach of the policy terms and conditions and caused him to miss payments. Our investigator looked at it and agreed that mistakes had been made. However, they concluded that One Sure were not responsible for cancelling the policy or the impact this had, as this was a decision made by the insurer. Mr J didn't agree and asked for his complaint to be referred for an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr J has asked One Sure to remove any markers and adverse information on his credit file relating to the cancellation of this policy. However, it was cancelled at the request of the insurer, due to the non-payment of premium to a third-party finance agreement. One Sure weren't responsible for cancelling the policy and so I cannot uphold this element of the complaint against them.

Mr J has stated that he didn't make some payments to the policy due to the service he received and the errors made by One Sure. One of these acknowledged by One Sure, was that documentation was issued to Mr J that included incorrect personal information. Whilst I appreciate that this would have been frustrating for Mr J, it was rectified very quickly when he made them aware and this occurred during an initial cooling-off period. Mr J would have been able to cancel the policy then if he didn't want to continue with it.

Mr J has also said that he was coerced into continuing with the policy by being offered one point of contact at One Sure. This was at a time where Mr J had called One Sure to discuss the possibility of cancelling the policy. However, as a claim by a third-party had begun, One Sure would no longer agree to cancel the policy and pointed to this being included in the terms and conditions. I can see that Mr J was given one team leader at One Sure, that he was able to call with any queries. However, I think it's reasonable that One Sure couldn't offer this once the team leader had changed roles and I haven't seen enough to conclude that this was guaranteed indefinitely or made a condition of the policy going forward.

One Sure are not responsible for the decision to cancel this policy and so I cannot ask them to do anything in regard to how this is recorded on Mr J's credit file. I am also satisfied they corrected any incorrect information at the inception of the policy quickly and without significant impact to Mr J. I also don't feel One Sure need to compensate Mr J for the delay in letting him know whether he had any breakdown cover and for no longer being able to provide one team leader as a point of contact.

my final decision

For the reasons above, I'm not upholding Mr J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 11 October 2019.

Yoni Smith
ombudsman