

## **complaint**

Mr M complains that Swinton Group Ltd ("Swinton") unfairly cancelled his car insurance policy.

## **Background**

In April 2017 Mr M bought a car insurance policy with Swinton through an online comparison website. During his online application he told Swinton he had nine years no claims discount ("NCD") and elected to receive correspondence by email. Mr M received his certificate of insurance that day by email, along with some other items included in a welcome pack.

Swinton says it asked him to provide evidence of his NCD several times and, when it didn't receive this, cancelled his policy on 13 June 2017.

Mr M says he didn't receive the emails chasing him to send this information and that the emails had gone into his junk email folder. He says that Swinton has a responsibility to send emails that don't contain content that may cause them to be filtered. He says that he now needs to declare that he's had an insurance policy cancelled when he applies for new policies and that this has caused his premiums to increase, which is unfair.

The investigator didn't think the complaint should be upheld. He said that Swinton had sent the correct chasers before cancelling his policy. And he didn't think it was Swinton's fault the emails had been filtered into Mr M's junk email folder.

## **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've reached the same conclusions as our investigator and for the same reasons. I'll explain why.

Swinton has shown that it emailed Mr M twice (after sending his initial welcome pack) to request proof of his NCD before it cancelled his policy. Mr M says he didn't see these as they were diverted to his junk email folder. But I don't think that was because of anything Swinton did or didn't do. It's shown me evidence that it sent the emails to the same address as the emails that Mr M did receive. So I don't think it was Swinton's fault that Mr M didn't see the emails chasing the NCD paperwork.

Mr M did receive Swinton's first email in April 2017, containing his insurance certificate. The cover letter in that email asked for proof of Mr M's NCD and stated *"if we don't receive your proof of No Claims Bonus by 13 May 2017 we may have to cancel the policy"*. So even if he didn't receive the emails that followed, I think Mr M should have reasonably been aware that Swinton required proof of his NCD and the possibility that his policy could be cancelled if he failed to provide it.

Mr M has said that he would've expected Swinton to call or write to him before cancelling his policy. In its final response, Swinton said it had written to Mr M but it has now told us that isn't the case and that it only contacted Mr M by email. But Mr M had elected to receive correspondence by email when setting up the policy so I think Swinton were following his instructions and contacting him using his preferred method.

**my final decision**

For the reasons outlined 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 M to accept or reject my decision before 4 July 2018.

Sara Falzon  
**ombudsman**