

## **complaint**

Mr Q complains that Zurich Insurance plc cancelled his motor insurance policy. He says that – after a claim on that policy – Zurich charged him £150 extra for another policy.

## **background**

Mr Q took out a policy online and paid an annual premium of about £268. Zurich later cancelled it. Mr Q took out another policy and complained that Zurich charged him more.

The adjudicator did not recommend that the complaint should be upheld. He concluded that Zurich had followed the correct cancellation process.

Mr Q disagrees with the adjudicator's opinion. He says, in summary, that Zurich sent conflicting emails in mid - December 2012 and did not reply to his email a few days later.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I have seen a statement of insurance dated November 2012 which says:

*“claims details  
None of the drivers on this Motor Policy have had any accident, theft or loss,  
regardless of blame in the last five years.”*

This conflicted with information Zurich discovered on Claims Underwriting Exchange. Zurich wrote to Mr Q asking for his vehicle registration document (V5) and driving licences. There was a separate issue about proof of no claims discount (NCD). But I am satisfied that Zurich's emails in mid-December were clear and consistent. One of them said:

*“We can confirm receipt of the no claims entitlement, however we still require copies of the V5 and driving licences as requested in our letter to you dated 06/12/2012”.*

Mr Q sent an email just before Christmas, asking why Zurich needed the documents. I accept that it later apologised for not replying. But I do not consider that its failure to do so detracts from its letter giving him seven days' notice of cancellation of the policy.

I accept that Mr Q was not at home to receive Zurich's letter. But he had not told Zurich that he was away. And I bear in mind the terms and conditions of the policy. I do not conclude that Zurich treated Mr Q unfairly or unreasonably by later cancelling the policy.

Bearing in mind the annual premium and Mr Q's time on cover of about six weeks, I do not consider that it was unreasonable that it refunded about £213 and later refunded a £25 cancellation fee.

I see that Mr Q took out a new policy with Zurich at an annual premium of about £243. I do not find it likely that Zurich told Mr Q that the two policies would “merge”. And I have seen another statement of insurance dated January 2013, again saying that:

*“None of the drivers on this Motor Policy have had any accident, theft or loss, regardless of blame in the last five years.”*

I have seen a later statement of insurance which records two claims including one arising from an incident in December 2012 when Mr Q lost his NCD. I find it likely that Zurich’s request for an additional premium of about £150 was as a result of this.

Overall I do not conclude that Zurich treated Mr Q unfairly or unreasonably.

### **my final decision**

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against Zurich Insurance plc.

Christopher Gilbert  
**ombudsman**