

The complaint

Mr D complains that Europa Group Limited (trading as MotorCycle Direct) auto-renewed his motorbike insurance without his consent. He also complains that he didn't receive a renewal notice and Europa weren't following his preference of communicating by post. This meant he had no time to review the market to find a better quote, and no time to cancel the policy.

What happened

Mr D got his motorbike insurance through Europa for several years. In March 2019, Mr D's motorbike insurance was automatically renewed. In April 2019, Mr D contacted Europa as he wanted to cancel his insurance policy. Mr D didn't believe he'd agreed to the policy being automatically renewed. After Europa explained that cancellation fees would apply, Mr D asked for a full refund on the basis that he didn't receive any renewal documents.

Later in April 2019, Mr D complained to Europa. Mr D wasn't happy as Europa hadn't made post his primary contact method when he asked for this. He said that Europa hadn't removed the auto-renewal feature of the premium, which he said he had asked it to do. Mr D also said that Europa hadn't provided him with the renewal documents on time. This meant that he couldn't consider the new premium or try to find a cheaper option. Mr D also said that Europa didn't provide him with the documents after he called and hadn't complied with the Insurance Conduct of Business (ICOBS) requirements. He wanted it to reduce his premium in line with the best renewal quote possible.

Europa provided its final response to the complaint in June 2019, partially upholding it. It apologised to Mr D that he had not received a copy of his renewal documents by post until he raised a subject access request. Europa also said sorry for the difficulties he experienced getting through to it on the phone. Europa said that during a phone call on 23 March 2018 Mr D spoke with an agent who confirmed his email address, where Mr D said he was happy for it to contact him by email. It changed Mr D's preference to post as a result of the complaint. Europa also couldn't find a request from Mr D to opt out of auto-renewal. But it said it would remove this for him so that any future policies wouldn't auto-renew. Europa also confirmed that it sent a copy of the renewal documents to Mr D by email on 7 March 2019.

Europa said that it'd be happy to consider a price match for any like for like policy Mr D was able to find. Mr D contacted Europa in September 2019 as he wanted to take advantage of this. Due to the time which had passed since Europa had sent their response, Europa weren't able to provide this to Mr D. Mr D wasn't happy with how he'd been treated, so he referred his complaint to our service.

Our investigator didn't think Mr D's complaint should be upheld. He said Mr D had received previous renewal information by e-mail. He said Mr D is on record during the 23 March 2018 phone call as understanding the auto-renewal process. Therefore, Mr D should have known that his policy would auto-renew. Our investigator could find no record of Mr D asking for contact by post or the cancellation of auto-renewal. He said Europa had sent the renewal notice to Mr D's confirmed e-mail address ahead of the auto-renewal date. Although Mr D said he didn't get the e-mail, our investigator didn't think this was Europa's fault. Although, in the end, Europa couldn't honour its promise of a price match, our investigator thought this

was reasonable. This is because Mr D hadn't asked for the price match until September 2019, although he had been on cover since March 2019.

Our investigator expected Europa to remove Mr D's auto-renewal.

Mr D disagreed with the investigator's findings as he felt it was inconsistent that the investigator thought the offer of a price match was fair, but then didn't make Europa honour the offer. He requested an ombudsman review his complaint.

What I've decided – and why

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

I'm not going to comment on every point Mr D made, although I have read and listened to everything both he and Europa sent us. Instead I'll focus on the key issues he raised.

Europa set out the auto-renewal process in its terms of business. Mr D also acknowledged that he knew about the auto-renewal process in his March 2018 renewal call. In that call, Mr D also confirmed his e-mail address and separately asked if his documents would be e-mailed to him. This e-mail address appears to have been successfully used for several years.

Mr D said he didn't receive the March 2019 renewal notice from Europa. But I don't think this is its fault. From the records I've seen I'm satisfied that Europa dispatched the renewal documents to Mr D in the normal way. Also, I've seen no evidence that Mr D had asked Europa to contact him by post, or to cancel the auto-renewal process.

So, I think Europa reasonably gave Mr D information about the auto-renewal process. Mr D doesn't appear to have told Europa that he didn't want to auto-renew. So, I don't think Europa made a mistake when it auto-renewed the policy. Mr D doesn't appear to have told Europa he wanted to change his preference from e-mail to post until he complained. So, I don't think Europa made a mistake when it e-mailed his renewal notice to his confirmed e-mail address.

Europa offered to price match a cheaper policy. But Mr D didn't try to take up their offer until nearly 6 months after the policy had started. Therefore, I think it was reasonable that Europa couldn't honour that offer at that stage. I don't agree with Mr D that it was inconsistent of Europa to have offered a price match and then withdraw that offer, because of the time that had elapsed.

However, Europa does need to update its records to reflect Mr D's request to remove auto-renewal from his policy.

I can understand that this process has been stressful and time-consuming for Mr D. But I haven't found reasons to blame Europa for this and I haven't found it to have been in breach of the ICOBS regulations as Mr D suggested. So, I don't think Europa needs to offer Mr D any compensation.

My final decision

For the reasons I have given it is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 February 2021.

Joanne Occleshaw
Ombudsman