

The complaint

Mr H complains that One Call Insurance Services Limited (One Call) acted unreasonably in cancelling his motorcycle insurance without advising him.

What happened

I issued a provisional decision in September 2021 and set out the background of this case as:-

“The background to this complaint is known to both parties so I’ll only summarise it here.

- *Mr H applied on line through a comparison website and was then taken to One Call’s customer journey process.*
- *A proposal form was completed, and Mr H paid the premium quoted.*
- *One Call say at this point Mr H was asked to provide his driving license details.*
- *No details were entered, and the policy was set up to commence the following day.*
- *An on line portal was created – allowing Mr H to see the policy document and the terms and conditions of the policy.*
- *One call say they attempted to contact Mr H by letter, text and email asking him to provide his license details. And gave him 7 days in which to respond.*
- *Mr H tells us he didn’t receive a text, email or letter.*
- *No response was received so the policy was cancelled after 7 days.*
- *A refund of the premium, less a cancellation fee was made to Mr H’s credit card.*
- *When Mr H saw this activity on his credit card he contacted One Call who confirmed the policy had been cancelled.*
- *Mr H complained to One Call and didn’t receive a satisfactory response so brought his complaint to this service.*
- *Our investigator didn’t uphold the complaint. He said the cancellation charge was allowed within the terms and conditions of the policy. And that One Call had demonstrated it had fulfilled its obligations in sending the 7-day cancellation notice and had then confirmed the policy had been cancelled.*
- *Mr H disagreed with our investigators view and asked that an ombudsman decide his case.”*

And I set out my reasoning as follows:-

“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’m minded to reach a different outcome to our investigator and I’ll explain why. I agree with our investigator that the policy terms and conditions allow a cancellation charge. However, the crux of this complaint is whether One Call acted fairly and reasonably in its handling of the cancellation.

One Call say they sent an email and a text message to Mr H's mobile phone on the day cover commenced advising him the policy would be cancelled in 7 days if he didn't provide his driving license details. But they've not provided any evidence to substantiate this. And from what I've seen Mr H only provided his landline phone number, rather than a mobile number, which taints the suggestion that a text message was ever sent.

I have seen a letter that One Call says was posted to Mr H, and I accept it's most likely it was sent. However, only sending a paper letter to a consumer who'd applied online doesn't feel proportionate, or fair and reasonable. And I would expect One Call to be able to provide evidence to support its claim that an email and text message was sent.

When Mr H contacted One Call to query the cancellation after seeing the refund he was informed that the cancellation charge could be credited to a new policy with One Call. However, the premium had changed, and Mr H said he had lost confidence in One Call. He asked for the cancellation charge to be refunded and was told this wasn't possible.

Mr H has said he wants the cancellation charge to be refunded and a modest sum for the inconvenience of having to rearrange his insurance and the distress of learning that he's been riding his motorcycle without insurance for a short period. And, in the circumstances of this case I find that reasonable. Mr H has confirmed there were no incidents during this period."

I invited both parties to let me have their further comments.

Replies to the provisional findings

One Call sent a screen shot of the application showing Mr H's mobile number. And supplied an extract from its system showing a cancellation text and email had been generated and issued on 16 March 2021.

Mr H made no further comments.

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.

Having done so I've reached a different outcome to my provisional decision.

From what One Call have sent I can't establish if the mobile number was captured at application stage or in a later on-line chat as Mr H suggests. However, the screen shot showing a cancellation text and email had been issued indicates they had been generated on 16 March at 8.42am. And this activity is item 17 on One Call's system. It had previously provided screen shots of activities 18, 19 and 20 on its system dated 17 March 2021. So I'm satisfied that the activity on the 16 March is captured contemporaneously. And that a cancellation email was issued on 16 March.

I'd previously seen that during the final steps of its application process One Call had asked Mr H to provide his license details, and it said if the information wasn't to hand it could be completed within 7 days.

In my provisional decision I said the crux of this complaint is whether One Call has acted fairly and reasonably in its handling of the cancellation. One Call is not required to prove that a letter or email arrived, or to make a phone call to chase for driving license details as Mr H had suggested it should.

On balance I'm persuaded by the weight of evidence that a letter and email were sent to Mr H advising of the potential cancellation. And therefore, in the circumstances of this case, I find that One Call have acted reasonably, and in line with its terms and conditions, in cancelling the policy and making a cancellation charge.

My final decision

For the reasons above I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 January 2022.

Martyn Tomkins
Ombudsman