

The complaint

Mr W complains that Bennetts Motorcycling Services Limited (Bennetts) didn't provide renewal information for his motor insurance policy, which resulted in a higher premium and a subsequent cancellation fee.

What happened

Mr W says his motorcycle policy renewed in July 2022. The premium increased from £86 to £138.57. He says no renewal information was provided to inform him of this.

Mr W subsequently moved address and contacted Bennetts in August 2022. He says he understood the premium was going to increase by £50 because of his new address. But he was told no administration fee would apply. Alternatively, Bennetts told him it could start a new policy. In this case the new premium would be £160 but with £96 refunded from his existing policy.

Mr W says he decided to cancel his policy, which incurred a £32 cancellation fee. However, as his new insurer only charged him a premium of £87, this still worked out cheaper. Mr W didn't think Bennetts had treated him fairly, so he complained and asked it to pay him £70.

In its complaint response Bennetts told Mr W a renewal invite was posted to him on 10 June 2022. It says this provided information about the new policy including the premium. As it didn't hear from Mr W the policy automatically renewed. Bennetts says it received an online request on 22 August to change Mr W's address. The insurer for Mr W's policy wasn't able to offer cover with this new information. So, Bennetts emailed Mr W asking him to call back.

Bennetts says Mr W made contact just over two weeks later unhappy he'd heard nothing about his address change. It says it explained to him it would cost £50.51 to make the change. Mr W then made his complaint about the lack of renewal information. Bennetts says its agent provided a new quotation, with a different insurer, at this time. It says the difference in premium Mr W would pay was around £67. Mr W called back later in the day and cancelled his policy.

In its response Bennetts says premiums can go up as well as down. It says it checks with its panel of insurers at the time a policy is due to renew, to ensure it obtains the best price. This was done in Mr W's case. It also says it isn't aware of any issues with the postal service it uses. It didn't think it had done anything wrong so didn't agree to pay Mr W what he'd asked for.

Mr W referred his complaint to our service. Our investigator didn't uphold his complaint. She says Bennetts had shown that it sent renewal information to Mr W. It had also shown evidence of the premium calculation and confirmation it had checked premiums with its panel of insurers. Based on this she didn't think Bennetts had treated Mr W unfairly.

Mr W disagreed. He didn't accept that Bennetts had sent renewal information and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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'm not upholding Mr W's complaint. Let me explain.

Bennetts explains that it uses a panel of insurers to provide quotes and offers the best of these to its customer. It says it followed its process in this case for Mr W's renewal.

I've seen the renewal information pack Bennetts supplied with its submissions to our service. This is dated 10 June 2022 and sets out Mr W's new premium as well as other key policy information. However, I acknowledge Mr W's concern that this doesn't show Bennetts actually sent this information or that it was delivered to him.

We asked Bennetts to provide information that shows it sent this renewal information to Mr W. In response it sent a screenshot that shows a list of four documents it sent him. This includes the renewal documents that were printed on 10 June 2022. It also shows the new policy documents were printed on 10 July when the policy renewed.

Mr W says he received the policy documents when these were posted to him in July 2022. It isn't clear why he didn't receive the renewal information sent prior to this. But I acknowledge Bennetts comments that it isn't responsible for the carriage of mail. It says it's demonstrated the renewal information was posted to Mr W's address.

Based on this evidence I think its most likely that Bennetts did send renewal documents to Mr W by post. I don't dispute Mr W's testimony that he didn't receive this information. But I don't think Bennetts is responsible for post being delivered. Based on what I've seen I'm satisfied that it has reasonably demonstrated this information was sent.

Bennetts has shown that the insurer Mr W was originally insured by wouldn't offer cover for him at his new address. It explains that in these circumstances it must refer back to its panel of insurers for a new quote. It then communicated this new offer of cover to Mr W

I'm sorry Mr W was disappointed with the increase in his premium, and that he didn't receive his renewal information. But having considered the evidence I don't think he's shown that Bennetts treated him unfairly. This is with respect to the premium confirmed and when it offered cover from another insurer willing to accept Mr W's new risk address.

Having considered all of this I'm satisfied that Bennetts has shown it sent the renewal information, albeit this didn't reach Mr W. But I can't fairly hold it responsible for the carriage of mail. Because of this, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 26 July 2023.

Mike Waldron
Ombudsman