

## **The complaint**

Miss D complains that EUI Limited set up her home contents insurance policy to auto-renew without informing her.

## **What happened**

Miss D took out home contents insurance, administered by EUI.

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

The policy automatically renewed but, because Miss D had changed her payment card, EUI couldn't take the payment. It wrote to, and emailed, Miss D confirming that payment was due, and the policy would be cancelled if not received.

Miss D ignored the correspondence because she didn't think it was genuine.

EUI cancelled the policy due to non-payment.

Miss D was unhappy that EUI recorded on her records that she'd had a policy cancelled. She agreed to reinstate her policy, but EUI didn't remove the records.

Our investigator didn't think EUI had done anything wrong, but Miss D disagreed. So the complaint was 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've decided not to uphold Miss D's complaint, and I'll give my reasons.

Miss D said she didn't know her policy was set to auto-renew. But the policy documents she received stated that the policy would renew unless cancelled. Miss D accepted she'd had the information.

However, she felt that EUI hadn't made it easy for her to cancel the renewal. I understand why Miss D referred to the regulator's guidance on cancelling autorenewals, but I haven't seen any evidence to show that she tried but failed to cancel the autorenewal. Therefore, whether or not it would've been easy is irrelevant in the specific circumstances of Miss D's complaint.

Miss D confirmed receipt of the renewal letters in which EUI told her the consequences of non-payment. I don't doubt Miss D's explanation that she distrusted the contact by both email and letter because it might've been a scam. But I can't conclude from the evidence that EUI did anything wrong which might've caused her to think that. EUI sent the letters telling Miss D her options for cancelling the autorenewal, and the decision she made to ignore the contact was outside EUI's control.

Miss D complains about EUI's decision to cancel her policy due to non-payment. She said she thought it would just stop cover and she was looking elsewhere for a new policy. Whether or not that's the case, I'm satisfied that EUI provided Miss D with enough information and at the appropriate times to notify her of the autorenewal. It remains that Miss D was responsible for the policy and taking the appropriate action within the renewal window when she received the policy documents. As she didn't ask EUI to cancel the renewal, I don't think it's treated her unfairly by cancelling the policy for non-payment.

Miss D went on to complain that EUI's online service doesn't provide the same opportunity to cancel as it does to sell policies. She commented on the ease with which she should be able to cancel, but she didn't think EUI was adhering to those rules. EUI must follow the rules set out by the regulator when selling insurance policies. If Miss D thinks EUI did, or didn't do, something in relation to those rules which caused her detriment, she'd need to raise that with EUI in the first instance. It's not within my remit to address any comments which EUI hasn't already had a chance to investigate. As Miss D didn't try to cancel her policy, online or otherwise, before EUI cancelled for non-payment, I won't comment further on this point.

In summary, Miss D received notification of her policy renewal but, because she failed to act on those letters or make payment, EUI cancelled her policy. Therefore, I don't think it was unreasonable for EUI to record that it had cancelled the policy. I see no reason to require any action of EUI in respect of Miss D's complaint.

### **My final decision**

For the reasons given, my final decision is that I don't uphold Miss D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 28 March 2024.

Debra Vaughan  
**Ombudsman**