

## **complaint**

Mr S complains that Devitt Insurance Services Ltd, a broker, charged him a fee after his insurer cancelled his motorcycle insurance policy.

## **background**

Mr S couldn't provide the details the insurer wanted in order to validate his policy. In particular it wanted a recent utility bill showing Mr S's address. Mr S couldn't provide a bill because he'd used an address where he didn't pay for utilities on the application form. Mr S said Devitt had advised him which address to use. That meant it was to blame for what had happened, so it shouldn't make any charge.

Our investigator said the cancellation was the insurer's decision. She thought Devitt couldn't have known what would happen because of the address given. Devitt said it *wasn't* asked about which address to put on the application. It said it didn't know Mr S didn't have a fixed address until the insurer queried it.

Mr S insisted Devitt had all the information about his addresses prior to the quote. He also made several comments that related to the insurer, rather than to Devitt. As there was no agreement, the complaint was passed to me for review.

## **my findings**

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

There's nothing on Devitt's file to show that Mr S discussed with it which of his addresses to use. Devitt's provided three calls between it and Mr S. All of them were *after* the insurer had asked for proof of address. At this point Mr S knew it was possible or likely that the policy was going to be cancelled. But he didn't bring up in any of the calls the point that Devitt had advised him which address to use. I'd have expected him to raise that straight away.

I think Devitt tried to assist Mr S with the problem he was facing. One advisor suggested he could ask his bank to change the address it held to the one he'd used on the application. She thought the insurer would accept that. She also said the insurer wanted Mr S to tell the DVLA of a change of address on the V5 registration document for his bike. Mr S didn't want to change the address with the bank or the DVLA. He said he used the other address and might be returning there shortly. I think Mr S was entitled to make that decision, but it looks as though the cancellation might have been avoided if he'd taken Devitt's advice.

As the insurer wasn't happy with the details Mr S had provided, it cancelled the policy. Devitt's terms of business allow it to charge a fee on cancellation to cover its admin costs. The fee's higher after the 'cooling-off' period - as in this case - but Devitt reduced it to the basic £30 charge as a gesture of goodwill. I think that was reasonable. Devitt had carried out work and I don't think there's anything to show it was to blame for the cancellation.

Mr S thinks Devitt and the insurer acted in way that was contrary to the Equality Act 2010. He hasn't explained what he means by that as far as Devitt's concerned, so I'm unable to comment. Mr S is aware he'd need to make a separate complaint about the insurer treating him unfairly or about the charge it made for cover.

I don't think Mr S has shown that Devitt acted unreasonably, so I can't uphold his complaint.

**my final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 November 2016.

Susan Ewins  
**ombudsman**