

complaint

Mr C complains that he got poor service from Europa Group Limited when he asked for the date of the payment for his motorcycle insurance policy to be changed.

background

Mr C told us he called Europa on 18 June 2018 to cancel his policy and an advisor told him he'd have to do that after the date his monthly direct debit was due. He also said the advisor agreed to change the date of the direct debit, but didn't do so. As the payment wasn't made on the due date, Mr C was charged a default fee by his credit provider. Mr C says he spoke to the same advisor again and she said if he wanted to speak to a manager he'd have to call back. Mr C said when he did so, he was told to call the credit provider – but it told him to go back to Europa. Europa then said he'd be called within three days, but that didn't happen.

Mr C says the advisor wrongly told him she'd logged a complaint he made during a call on 25 June 2018. The policy was cancelled in July 2018 with a payment owing on it. In December 2018 he got a letter from Europa about debt collectors having been instructed to pursue him for the sum owed. He said there'd been no prior contact from it for five months, which he thought was poor service.

Europa said Mr C called it on 18 June 2018 purely to change the date of his direct debit payment. It said the advisor told him he couldn't do that until the payment on 20 June 2018 had cleared, so he should call back after that. Europa said it was advised by Mr C's credit provider on 22 June 2018 that the payment had been returned by his bank as unpaid. So Europa wrote to Mr C to say the policy would be cancelled. As the credit provider was unable to collect the payment for a second time, the policy was cancelled on 25 July 2018.

One of our investigators looked into Mr C's complaint. Mr C accepted he owed a payment on the policy, but he was unhappy that Europa took so long to chase him for it. He said if he'd had a letter in from it August 2018 he'd have complained to us then. Mr C also said he never got a promised call from a manager, and that letters he sent to Europa in July 2018 weren't acknowledged. He wasn't happy with the time it took to deal with his concerns.

Our investigator contacted Europa to clarify the issues. It said Mr C hadn't tried to cancel his policy. It was cancelled due to the outstanding payment, which Europa had advised Mr C to settle. It didn't accept that there were any delays in the way it dealt with Mr C's concerns.

The investigator reviewed Europa's case file and listened to the calls it provided. He said the advisor hadn't agreed to change the date of the direct debit, or promised a call back from a manager. He noted that the sum due in June 2018 was collected from Mr C's bank account in August 2018. But Mr C got his bank to recall the payment. Europa only found out about it in November 2018 – hence the gap in chasing Mr C. Mr C then disputed that there were no funds to meet the direct debit in June 2018. He said he stopped the payment because a business whose name he didn't know tried to collect the funds. He also disputed the date his monthly payment was due. He said Europa had passed his concerns to others rather than deal with them. And he said we should look into the unanswered letters he sent to Europa.

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.

From the call recordings, I think it's clear that Mr C was mistaken in thinking the advisor he spoke to on 18 June 2018 had agreed to change the date of his direct debit. She said he should call back after the pending direct debit was paid. Mr C didn't do that, possibly because he misunderstood the situation. If that's the case, I don't think it would be fair to say that the advisor caused the confusion. I think what she said was clear. The call also shows that she didn't say she'd get a manager to call Mr C. She said she'd ask a manager if the manager would contact the credit provider, which is what Mr C had asked her to do.

I can't see how Europa contacting the credit provider would have assisted Mr C in the way he seems to think anyway. All Europa could have said was that it *hadn't* agreed to change the date of the direct debit - not that it had agreed to do so. That's what Mr C wanted it to say. He hoped the credit provider might then refund the default charge it had made.

Mr C has suggested that he was passed from one business to another because Europa didn't want to deal with his situation. I don't think that's the case. Mr C may well have been confused about the roles of the insurer, the credit provider and Europa. I think many consumers are confused by the way businesses work together or the names businesses use. But I don't think any confusion on Mr C's part was Europa's fault. Mr C said he stopped the payment as he was concerned about which business was taking money from his account. But Mr C could simply have queried the issue with Europa rather than stopping the payment. And Europa has confirmed that the reason given by Mr C's bank for the direct debit not being paid was insufficient funds.

If Mr C was concerned about the default charge, only the credit provider could assist him, so I don't think it was wrong for Europa to suggest calling it. If the credit provider gave Mr C poor service (such as not calling him back) that's not something for Europa to address.

I think Europa can show that it did all it could to assist Mr C. It wrote to him three times in July 2018 warning him of the cancellation and giving him the chance to pay the sum due. When the policy was finally cancelled, Europa gave him notice that it would try to collect the payment due for June 2018 in seven days. The payment was collected on 2 August 2018, so as far as Europa was concerned, that was the end of the matter. It didn't know Mr C's bank had recalled the payment – on his instruction - until November 2018. I think that explains why it didn't contact him until December 2018. And I can't see how Mr C was disadvantaged by that anyway. If Europa had known earlier that the debt was still owed, it would have instructed debt collectors earlier, so Mr C would have been no better off.

Mr C thinks his complaint wasn't dealt with properly either, but I don't think there's any evidence of that. I think he's mistaken in believing he made a complaint when he spoke to Europa's advisor on 25 June 2018. Mr C asked to speak to a manager, but he didn't say anything about making a complaint. I think the call recording shows he wanted to explain his situation to someone else, as the advisor didn't accept what he was saying. There's nothing to suggest that he followed up that call to enquire what was happening with a complaint.

On 7 July 2018 Mr C called Europa and spoke to a second advisor. He queried the letter he'd had from Europa to say his policy was to be cancelled. Mr C told the advisor that he'd called on 18 June 2018 and the advisor he spoke to then had agreed to change the date of the direct debit. He also said that in a second call with the first advisor, he'd logged a complaint. The second advisor checked the call notes and told Mr C that according to Europa's records, that wasn't the case. He logged a complaint for Mr C that day. He also volunteered to get a manager to call Mr C, who accepted the offer.

There's no evidence that a manager called Mr C at that point, but Europa wrote to Mr C on 11 July 2018 to say it was dealing with his complaint. It wrote to him again on 17 July 2018 to say the same. Europa has provided a recording of a call made to Mr C from it that day. The caller left a message asking Mr C to call Europa urgently, but it seems Mr C didn't do so. If Mr C didn't get a call from a manager prior to 17 July 2018, I can see why he would have been disappointed by that. But Europa was dealing with his complaint and I think it did so promptly, so I don't think that's enough to merit a compensation payment.

I don't think Mr C has been able to show that there were any delays on Europa's part in administering his policy or in dealing with his complaint. Mr C says he wrote to it twice in July 2018 but got no response to either of his letters. We asked Europa about that and it said it hadn't received any letters from Mr C. He says he sent them by post, but when we asked about proof of posting, Mr C said he didn't have any. So there's nothing to show that Europa got the letters and ignored them.

In my opinion, Mr C hasn't been able to show that Europa provided him with poor service. As I don't think there's any evidence that it acted unreasonably, I can't uphold Mr C's 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 C to accept or reject my decision before 30 April 2019.

Susan Ewins
ombudsman