

## **complaint**

Mr H complains about payment issues caused by Carole Nash Insurance Consultants Ltd with regard to his motor insurance policy for his three motorcycles. He wants a refund of the excess premium he paid.

## **background**

Mr H renewed his cover through Carole Nash for his motorbike and two classic motorbikes. One month later he removed his most expensive motorbike from the policy. But he was only given a refund of £40.32 from the insurer. Carole Nash reduced its administration fee from £40 to £20 so that he received a refund of £20.32. Mr H was also unhappy that Carole Nash took payment for the policy from his account early.

Our adjudicator didn't recommend that the complaint should be upheld. She explained that the refund was correctly calculated as the classic motorbikes, although expensive, only added £55 to the premium. So the refund was correct.

Our adjudicator didn't have access to the call Mr H made to set up the policy. So she couldn't say what was said about the date payment would be taken. But she didn't think this had caused Mr H any loss or prejudice.

Mr H replied that our adjudicator should have listened to the renewal call. He hadn't suffered any loss, but he was unhappy that Carole Nash took the money from his bank.

## **my findings**

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

I can't see that Mr H was dissatisfied with the adjudicator's explanation of the premium refund. I can't see that Carole Nash made an error in this and I think the refund was correct. I think its reduction of its administration charge as a gesture of goodwill was very fair and reasonable. I don't think it needs to pay Mr H anything more. So I'll not consider this point further.

Mr H called Carole Nash to renew his cover on 3 July 2016. It told us his policy was due to expire on 10 July but Mr H said he was covered until 1 August. I've looked at the renewal documents and the policy started from 10 July 2016.

Mr H said it was agreed for his payment not to be taken until within a week of 1 August 2016. Carole Nash said it took payment during the call and confirmed this to Mr H at the time. It said that if it'd waited until 1 August, then Mr H would have been uninsured for three weeks.

I've looked at Carole Nash's file. I can see that payment was taken for Mr H's 2013 and 2014 cover at about the same date in early July each year. I couldn't see a payment record for 2015.

Carole Nash has provided the call Mr H made to discuss its renewal quote and I've listened to it. During the call, the payment was taken and processed. I didn't hear Mr H ask for the payment to be taken at a later date.

So I don't think Carole Nash made a mistake in taking payment from Mr H's account during the renewal call.

**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 H to accept or reject my decision before 6 February 2017.

Phillip Berechree  
**ombudsman**