

## **complaint**

Mr P has complained that Autonet Insurance Services Limited unfairly charged him when he cancelled his motorcycle insurance policy and provided him with a poor service. All references to Autonet include its agents.

## **background**

Mr P bought a motorcycle insurance policy through a broker, Autonet in April 2017. In October 2017 he contacted Autonet as he wanted to cancel his policy. He paid a balance of £38 which Autonet said he owed on cancellation.

Mr P didn't think Autonet had clearly explained the charges he'd have to pay on cancellation. He thought its charge of £60 was too high. As his broker, Mr P thought it should contact the insurer on his behalf to deal with his complaint about their cancellation charge. Mr P felt an agent at Autonet had tried to bully him into withdrawing his complaint in a phone call.

In November 2017 Autonet replied to Mr P's complaint. It said Mr P had agreed to its terms and conditions before he bought the policy, which explained the charges he'd pay on cancellation. It had provided him with policy documents which also explained the charges he'd pay and gave him 14 days to cancel the policy if he was unhappy with the charges.

Autonet provided a breakdown of what the insurer charged for time on cover and cancellation, along with its own cancellation fee. This meant Mr P owed a balance to Autonet of £38 – as explained when he cancelled his policy. It felt the call handler had been polite and professional when she discussed Mr P's complaint with him.

Mr P told Autonet he was still unhappy. So Autonet agreed to refund the £38 balance to Mr P as a gesture of goodwill.

Mr P contacted us. He remained unhappy with the way Autonet dealt with his complaint. He believed Autonet's investigation into his complaint was biased. He'd asked if Autonet had passed his details to a third party, but he'd had to ask again as it didn't reply. And it didn't answer his request to have his details removed from their records. Mr P said he didn't consent to the refund of £38. And despite asking Autonet not to call him, it did. At the time, Mr P was recovering from surgery.

Our adjudicator didn't recommend Mr P's complaint should be upheld. She found that Autonet had been clear about what Mr P would be charged on cancellation when he bought the policy. She thought Autonet had made two errors: it didn't initially explain there would be two cancellation charges: by the insurer and Autonet in Mr P's first call in October 2017. And it shouldn't have called Mr P when he'd asked it not to. But because Autonet had refunded the balance of £38 that Mr P correctly owed, she thought Autonet had handled Mr P's complaint in a fair way.

Mr P said he accepted the adjudicator's view that the cancellation charges had been fairly applied. But he said Autonet misled him and there's clear evidence its information lacked clarity. He believes this was deliberate.

As Mr P didn't agree, the matter has been passed to me to decide.

## **my findings**

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 don't intend to uphold it.

I agree with the adjudicator's view that Autonet fairly and clearly explained the cancellation charges when Mr P bought the policy. And as Mr P accepts what the adjudicator has said on this complaint, I don't intend to repeat the detailed findings of the adjudicator in my decision.

Mr P made two calls to Autonet in October 2017 to enquire about cancelling his policy. In the first call the agent explained he'd need to pay Autonet's cancellation charge – but didn't say the insurer would also charge a cancellation fee.

In the second call in October 2017, Autonet told Mr P the insurer would charge a cancellation fee as well as Autonet's cancellation fee. This prompted Mr P to complain as he thought the charges were excessive. And he wanted Autonet to deal with his complaint about the insurer's cancellation charge. Mr P didn't think it was fair that he'd need to contact the insurer directly.

A manager at Autonet called Mr P back to discuss his complaint. Mr P said he felt the purpose of this call was to bully him into withdrawing his complaint. He felt angry and distressed after this call. Autonet explained that it called Mr P to get a full understanding of his complaint.

Mr P is unhappy that the agent didn't tell him the call was being recorded. I agree she didn't do this as I've listened to the call. But I don't think Autonet acted unreasonably in calling Mr P to discuss his complaint. When Mr P asked the agent to confirm what she told him in writing so that he could take his complaint to us, she was happy to do this. I don't dispute how Mr P says the call made him feel. But I can't conclude that the agent tried to bully Mr P into withdrawing his complaint.

When the agent called Mr P again to discuss the goodwill gesture refund, he explained that he'd asked Autonet not to contact him by phone. The agent acknowledged this was the case and apologised. I appreciate that Autonet shouldn't have called Mr P. Fortunately I can see that the call time was very short, and Autonet acknowledged its error promptly and apologised.

Autonet told Mr P in November 2017 that it hadn't passed his details to a third party. If Mr P believes it has passed his personal information on without his consent, he can contact the Information Commissioner's Office. Mr P asked Autonet to remove his personal details from its records, but it's obliged to keep these records.

Mr P said Autonet refunded £38 to him without his consent. However, Mr P was unhappy that he owed Autonet this balance when he paid it. Autonet sent Mr P an email in November 2017 to confirm the refund to resolve his complaint. By refunding the payment this way, Mr P didn't need to take any further action. And it didn't prejudice his right to complain to us. So I don't think Autonet acted unreasonably here.

Because Autonet refunded the balance Mr P owed on cancellation, this meant it charged Mr P a reduced cancellation fee of £22 instead of £60. So overall I think Autonet dealt with Mr P's complaint in a reasonable way.

We asked Autonet to contact the insurer to discuss its cancellation charge. This is because we don't think it's fair for a customer to be charged a cancellation fee by both the broker and insurer. The insurer has agreed to reduce its cancellation charge by half. As the adjudicator explained, Mr P can make a separate complaint to the insurer if he's unhappy with the amount it's charged him on cancellation.

Mr P says there is clear evidence of repeated misinformation provided by Autonet to him. He's found online that other customers are unhappy with Autonet. Mr P believes there is a culture in Autonet to deliberately deceive and extort money from its customers. And so he doesn't think the goodwill gesture by Autonet is enough to resolve his complaint.

We look at each complaint impartially and on its own merit. Autonet has provided call recordings, its file notes and copies of the emails and documents exchanged between it and Mr P. I haven't seen anything to show that its investigation into Mr P's complaint was biased – or that it repeatedly misled him.

So I'm satisfied that overall, Autonet has dealt with Mr P's complaint in a fair and reasonable way.

### **my final decision**

For the reasons I've given above, 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 P to accept or reject my decision before 4 July 2018.

Geraldine Newbold  
**ombudsman**