

## **complaint**

Mr A is unhappy with how Europa Group Limited, trading as MotorCycle Direct (MCD), cancelled his motor insurance policy.

## **background**

Mr A bought a motor insurance policy online. MCD dealt with the policy administration. After Mr A bought his policy, MCD sent him a welcome email which included links to all his policy information. The email also asked Mr A for proof of his no claims discount. When it didn't receive this, MCD sent further emails to Mr A with links to more letters asking him again for proof. These letters said Mr A's policy would be cancelled if he didn't provide the proof.

MCD cancelled Mr A's policy 25 days after it started because it hadn't got proof of his no claims discount.

Our adjudicator didn't think MCD did anything wrong. She thought it had asked Mr A for proof of his no claims discount and had sent him further emails letting him know what would happen if he didn't provide it.

Mr A wants an ombudsman to look at his case. He says:

- he doesn't remember being given the choice to get his paperwork through the post;
- he didn't get one of the emails MCD says it sent;
- the opening page of the 3 emails he got didn't mention policy cancellation;
- MCD's own calculations show it owes him £0.05; and
- he wants a refund of 11 months' worth of his total premium.

## **my findings**

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

Mr A has made numerous points to support his complaint. But my final decision focuses on what I think is the key issue. Did MCD act fairly when it cancelled his policy? I'm satisfied it did and I'll explain why.

Mr A says he doesn't remember being given a choice to have his policy information sent through the post. But I've seen a computer screen shot from MCD. This shows that when someone is getting a quote on line, they can choose to get their paperwork sent by email for free, or pay for it to be sent by second class post, first class post or special delivery. So I think Mr A was given this choice and he chose email.

Mr A says he didn't get the email from MCD on 3 July 2015. I've seen a copy of this email and it was sent to the same email address Mr A gave us. So I'm satisfied MCD sent it, and sent it to the correct email address. The email had links to his policy information. It also asked Mr A to send MCD proof of his no claims discount within the next 10 days.

Mr A says the opening page of the three emails he did get didn't mention policy cancellation. I accept this. But they did make it clear he needed to click the computer link in the emails to download important information. And Mr A did choose to receive his policy information by

email. So I think it's fair for him to have used the links to read this important information. I also think it would have been fair for Mr A to contact MCD if any of the links didn't work.

I've read each of the letters that were linked to the emails. These make it clear that Mr A's policy would be cancelled if he didn't send in proof of his no claims discount. The final letter tells Mr A his policy has been cancelled. One of the letters is headed "To Be Sent First Class". But as Mr A chose to receive his paperwork by email, I think it's fair for MCD to send all letters by email.

Also, before Mr A could buy the policy online, there was a warning that to finalise his policy, he needed to send MCD proof of his no claims discount. Mr A has said that he either didn't read this or forgot to take the necessary action – he doesn't remember which. I can't hold MCD responsible for this.

Mr A wants MCD to refund 11 months' worth of his total premium because his annual policy was cancelled less than a month after it started. He also says MCD's cancellation calculations show it owes him an extra £0.05. I can see that the cancellation amount Mr A has been charged has been worked out in line with the policy terms and conditions. The cancellation charges were also clear online before he bought the policy.

MCD has admitted there was a typing error of £0.05 in the cancellation breakdown. The insurance premium Mr A was charged for the time he had the policy should have shown as £4.62 rather than £4.57. But in any case, I can see that MCD has reduced the cancellation amount it could have charged by £12.10 to make sure it wasn't more than Mr A paid for his insurance. I'm satisfied Mr A hasn't lost out because of this typing error.

I think MCD sent Mr A all his policy information by the method he chose, the information was clear – and that the cancellation amount was worked out in line with the terms and conditions. So I won't be asking MCD to do anything.

### **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 A to accept or reject my decision before 16 March 2016.

John Miles  
**ombudsman**