

## **The complaint**

Mr S complains that Pinnacle Insurance Plc ('Pinnacle') cancelled his payment protection insurance ('PPI') policy.

## **What happened**

Mr S had been sold a PPI policy to protect his mortgage repayments. In April 2023, he was notified that Pinnacle had decided it was no longer viable to offer PPI policies and that his cover would stop with effect from his renewal date of 31 August 2023. If Mr S still wanted cover, he was told he would need to find an alternative provider.

Mr S did not agree with Pinnacle's decision to cancel his policy. On 27 April 2023 decided to cancel the policy earlier than the renewal date. Mr S thought Pinnacle should refund some of his premiums.

Pinnacle issued a final response letter in respect of Mr S's complaint on 25 July 2023. It did not uphold the complaint and did not offer a refund of premiums.

Our investigator considered the matter, but he didn't think the complaint should be upheld. Mr S did not agree with that view. He said that he was seeking compensation equivalent to at least the value of one year's premiums. He thought it was poor practice to leave customers without alternative cover.

As Mr S did not accept our investigator's view, the matter was passed to me for an ombudsman's decision.

## **What I've decided – and why**

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

I know Mr S will be disappointed with my decision, but I haven't upheld the complaint. I'll explain why.

It may help if I clarify the role of this service. We do not regulate financial businesses and so I cannot tell a financial business to reinstate a product to the market if it has taken a commercial decision to withdraw it. I can consider Mr S's individual complaint and whether Pinnacle acted fairly and within its terms and conditions when it did not renew his policy.

The terms and conditions that apply to this policy say that the cover will be renewed each year unless it is cancelled by Mr S or Pinnacle has given notice of cancellation to Mr S at least 90 days before the renewal date.

I understand a letter was sent to Mr S in April 2023 informing him that the cover would not continue after his renewal date of 31 August 2023. I am satisfied he was given more than 90 days' notice that the policy would be cancelled, and that Pinnacle acted within its terms and conditions.

I know Mr S feels strongly that he should receive a refund of at least a year's worth of premiums. But there's nothing in the terms and conditions to suggest that he should receive a refund in the event of cancellation. There's no investment or savings element attached to

the policy either. With all of this in mind, I can't say Pinnacle made a mistake when it said it would not refund any of Mr S's premiums.

It is clear from Mr S's complaint form that he is very disappointed that his cover will not continue. But I can't tell Pinnacle to reinstate this policy to the market. I can't reasonably say it would be fair to tell Pinnacle to refund Mr S premiums in these circumstances for cover that has already been provided. I am satisfied Pinnacle acted within its terms and conditions when it decided not to renew Mr S's policy. With all of this in mind, I don't require Pinnacle to take any further action in respect of this complaint.

### **My final decision**

I don't uphold this complaint about Pinnacle Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 September 2023.

Nicola Bowes  
**Ombudsman**