

## **The complaint**

Mr P complains that Click2protect UK Limited charged him a cancellation fee when he cancelled his minor cosmetic repairs motor insurance policy after two days. He wants the fee refunded.

## **What happened**

Mr P applied online for a minor cosmetic repairs policy from Click2protect. Two days later, he rang to cancel the policy. But Click2protect said it would apply a £15 cancellation fee. It said Mr P had agreed to this when he bought the policy online.

Our Investigator didn't recommend that the complaint should be upheld. She thought the policy's fees and charges had been made clear in the online journey that Mr P completed when he bought his policy. She thought they were also made clear in Click2protect's Terms of Business. So she didn't think it was unfair for Click2protect to apply the £15 charge.

Mr P replied that he hadn't been presented with or accepted Click2protect's terms and conditions on his online journey. He said he hadn't seen the charges online. Mr P asked for an Ombudsman's review, so his complaint has come to me for a final 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 can see that Mr P is adamant that he wasn't made aware of the cancellation charge when he bought his policy online. On the contrary, he said the policy documents said he could cancel within 30 days and receive a full refund. But Click2protect said a £15 cancellation charge would be applied when he cancelled within 24 hours. I can understand that Mr P must have felt frustrated by this.

Click2protect has a responsibility to provide clear, fair and non-misleading information about products it sells to consumers. So I've looked at the evidence provided by Click2protect of the sales journey Mr P completed when he bought his policy.

I can see that during his online journey from quotation to purchase Click2protect provided seven separate opportunities for Mr P to read the policy documentation before purchase. He had to read and click that he agreed with the pop-ups displayed. In two of those opportunities, Mr P would have to click a button to confirm that he had read the documents, including Click2protect's Terms of Business, and that he agreed to them. I can see that it isn't possible to complete a purchase without agreeing to those statements.

The first of these pop-ups sets out the cancellation charges. This includes a £15 charge for cancellation within the cooling off period after the policy has started. The Terms of Business explain that this fee is for setting up, cancelling the policy and refunding the consumer. I can't say what charges Click2protect should apply as this is its commercial decision. But I think £15 for cancellation during the cooling off period isn't unusual and I think it's reasonable for the costs it has incurred.

So I'm satisfied that Click2protect made Mr P aware during his online journey that it would apply a £15 charge for cancellation during the cooling off period. This charge was also

clearly explained in its Terms of Business which Mr P had to say that he had read and agreed before he bought his policy. I can see that Mr P cancelled after the policy started. And so I'm satisfied that it was fair and reasonable and in keeping with its Terms of Business for Click2protect to apply the fee. I don't require it to refund this fee.

### **My final decision**

For the reasons 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 13 October 2023.

Phillip Berechree  
**Ombudsman**