

The complaint

Mr Z complains that esure Insurance Limited increased his premium for his motor insurance policy after he bought it online and that it breached his data privacy. He wants £800 compensation for his trouble and upset.

What happened

Mr Z applied for a policy with esure through an online comparison site. But he said that when he took out the policy, the payments required on the policy schedule were different to what he had been offered. He said he couldn't get an explanation from esure and his complaints went unanswered. He was also unhappy that an agent left another customer's details on his voicemail.

esure offered to cancel Mr Z's policy and set up a new policy with a lower price. But Mr Z was unhappy that this would mean that he had to pay his deposit again. Mr Z decided to cancel the policy and he received a full refund, and the cancellation fee was waived.

Our Investigator didn't recommend that the complaint should be upheld. She didn't see evidence that the price quoted online was different to that on Mr Z's payment schedule. And she didn't see evidence that Mr Z's data had been breached. She thought esure's offer of a new policy at a lower price and the cancellation without charge were fair and reasonable.

Mr Z replied asking 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.

Mr Z said the policy he applied for online had a lower premium and he could change the payment date, which wasn't offered by his policy with esure.

I can see that Mr Z is adamant that there was a price increase after he bought his policy. But I've seen no evidence to show this. esure has told us that the process from acceptance is automated and so the price wouldn't increase. And I haven't heard esure's agent tell Mr Z there was any "glitch" that caused an error, as Mr Z recalled.

Mr Z thought his first payment shouldn't have been taken until six weeks after the policy start date. But I can see that this was required a month after the policy start date, which I think is standard practice with credit agreements. esure also told Mr Z that his payment date could be changed.

So I haven't seen any evidence that esure misled Mr Z about the price of his policy or his payment schedule.

Mr Z was unhappy with esure's response to his complaint. But I can see that esure listened to Mr Z's concerns. esure investigated his complaint and it provided a response. And it offered to cancel his policy without applying the £26 cancellation fee if he took out a new, cheaper policy, which I think was very fair and reasonable.

Mr Z initially declined this offer as he would have to pay his deposit before he received his refund. But he later decided to cancel his policy and the cancellation fee was then waived. So I can't say that esure did anything wrong in this.

Mr Z thought esure had breached his privacy by leaving another customer's name on his voicemail. But this wasn't a breach of Mr Z's data, so I can't consider his complaint about this.

And so, as I haven't seen evidence that esure has done anything wrong, I don't require esure to pay Mr Z any compensation.

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 Z to accept or reject my decision before 19 January 2024.

Phillip Berechree
Ombudsman