

## **The complaint**

Mr H has complained that One Call Insurance Services Limited (OCISL) renewed a car insurance policy without his knowledge or consent. He's unhappy with the service he received when trying to contact OCISL.

## **What happened**

Mr H bought a car insurance policy through a broker, OCISL. OCISL arranged for the automatic renewal of the policy a year later.

Mr H complained to OCISL after the policy renewed in September 2023. He said he wasn't able to contact OCISL and he'd bought an insurance policy elsewhere for a better price. He wanted OCISL to provide a full refund.

OCISL didn't uphold Mr H's complaint. It said it had given Mr H notice of the intention to renew his policy, which formed part of his agreement with OCISL when he bought a policy the year before. As it hadn't heard from him, OCISL said it had acted in line with the terms of business and correctly renewed his policy.

After responding to Mr H's complaint, the underwriter of his policy gave notice to cancel his policy for a reason outside of Mr H's complaint. On cancellation, Mr H was charged for the days he was insured. OCISL waived its cancellation fee.

OCISL said it would provide a full refund if Mr H provided evidence of being insured elsewhere.

Mr H asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld. He thought OCISL had acted reasonably.

Mr H didn't agree and wants an ombudsman to decide.

## **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.

As it is a legal requirement to hold motor insurance, we don't think it is wrong for an insurer to provide the option of automatic renewal to customers. Under the industry rules, firms have a duty to give consumers the information they need at the right time to allow them to make informed decisions. A firm has a duty to provide helpful and accessible support to their consumers. So I've taken this into consideration when reaching my decision.

In a letter dated 24 September 2022 to Mr H, OCISL provided the policy documents. Under the heading "*Changes, cancellation and renewal*" OCISL wrote:

*“Unless you’ve previously opted out– your policy will automatically renew in 12 months’ time. You can check if your policy is due to automatically renew in your account on our customer portal.*

*If you would like to opt out (or in) to automatic renewal – now or in the future – you can do so in your account on our customer portal, via live chat or by phone.*

*Automatic renewal is designed to give you continuous cover to protect you if for any reason you forget, or are unaware when your policy lapses. This ensures that there is no inadvertent break in insurance cover.*

*Please bear in mind – that if you opt out of automatic renewal – it is your responsibility to ensure you have adequate cover in place should your current policy lapse.*

*It is a legal requirement to have motor insurance for your vehicle if you use it on roads and in public places.”*

Under OCISL’s Terms of Business, it explained to Mr H the renewals process under the heading “Continuous Payment Authority”. Here OCISL said it would write to Mr H 21 days before the renewal date and it will look to take the premium from the existing payment details it holds – unless Mr H has opted out of automatic renewal. OCISL went on to provide details of how Mr H could do this: either through OCISL’s customer portal, by phone, letter or live chat.

OCISL has provided a copy of the renewal notice which was available under Mr H’s portal dated 30 August 2023 for the renewal date of 24 September 2023. It provided a copy of the renewal invite with details of the premium and when it intended to collect payment again on 11 September 2023, and confirmation the renewal had completed on 20 September 2023.

These three letters were available on the portal and OCISL sent Mr H an email to prompt him to look at the portal each time a new document was to be viewed.

Mr H said that he attempted to contact OCISL via its live chat service and phone in between 11 September 2023 and 20 September 2023, but OCISL didn’t answer his call and he wasn’t able to connect to live chat. Mr H said he opted to buy a policy elsewhere for a lower price. This information from Mr H indicates he was aware his policy was going to renew with OCISL and had received the relevant information to make an informed decision before the renewal date – as he decided to buy an alternative policy.

OCISL said its live chat facility is open from 8am to 8pm Monday to Friday, and 9am to 4pm Saturday and Sunday. But in the month when Mr H made contact, there were instances when live chat wasn’t available due to the number of enquiries exceeding the number of staff available. OCISL apologised for the inconvenience caused here. It said it had provided a direct telephone number on the renewal letters for Mr H to call to cancel the renewal of his policy.

I understand Mr H experienced some frustration when contacting OCISL. And Mr H says he was unable to log into the portal because it wouldn’t accept his password.

OCISL has apologised for the inconvenience caused as it said there were times during the month that its live chat facility wasn’t available. I have to consider on balance that it’s reasonable to expect a degree of our own time and inconvenience when dealing with administration issues. So while I’ve no doubt Mr H may have had to wait for his call to be

answered and had issues when contacting OCISL through live chat, I don't think this prevented Mr H from being able to cancel the renewal of his policy before the renewal date. And it was Mr H's responsibility to tell OCISL he didn't want to renew with it.

OCISL said if Mr H provided evidence of being insured elsewhere, it would backdate the cancellation of the policy and offer a full refund. I appreciate that Mr H didn't agree that he shouldn't have to send this to OCISL, but I don't think it was an unreasonable request. Ultimately it is Mr H's choice - as I think OCISL acted reasonably and treated him fairly when it renewed his policy. I think OCISL would have been entitled to deduct a cancellation fee, which it hasn't done. And without evidence of dual insurance, I think it is fair for an insurer to charge a customer for the days it provided insurance.

Overall, I don't think OCISL acted unfairly. So I'm not asking it to do any more.

### **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 H to accept or reject my decision before 3 May 2024.

Geraldine Newbold  
**Ombudsman**