

## **The complaint**

Mr M complains that West Bay Insurance Plc (West Bay) cancelled his motor insurance policy without notifying him.

## **What happened**

Mr M says he agreed a motor insurance policy with West Bay over the phone in September 2022. In November he noticed a smaller amount than expected had been collected for his monthly premium. He contacted West Bay and was told he hadn't provided a V5 logbook, driving licence information, proof of his no-claims bonus (NCB) and proof of his address. Because of this his policy was due to be cancelled on 16 November.

Mr M says he was initially told over the phone when agreeing the policy that no further information was needed. He also says he received no letter or email from West Bay asking for this information. He couldn't provide the information in time to prevent the cancellation and says he is now being charged more for his insurance with another provider, because of the cancellation record.

In its complaint response West Bay says its policy terms allow it to validate Mr M's policy. It says it sent a letter by post on 20 October 2022 requesting information by 5 November. As no response was received it says it gave Mr M nine days' notice that it would cancel the policy on 16 November. It says Mr M called on 11 November. West Bay told him he could prevent the cancellation by providing the information requested.

West Bay says it followed its procedures correctly. But if Mr M provides the validation documents it requires it will remove the cancellation record currently held on the Consumer Underwriting Exchange (CUE) database.

Mr M didn't think this was fair and referred the matter to our service. Our investigator didn't uphold his complaint. He says West Bay's policy terms allow it to validate Mr M's policy – and he didn't respond to its request for information. He says it didn't act unfairly when cancelling the policy when this information wasn't provided. Our investigator thought West Bay's offer to remove the cancellation record on provision of the requested documents was reasonable.

Mr M didn't agree. He says he's paying more for his new insurance policy and doesn't want to risk sending personal information to West Bay.

As an agreement couldn't be reached the complaint has been passed to me 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.

Having done so I'm not upholding this complaint. I'm sorry to disappoint Mr M but I will explain why I think my decision is fair.

I've read Mr M's policy terms and conditions to understand what is expected to happen in these circumstances. The terms under the heading "Cancellation" say:

*"We may cancel your policy if there are serious grounds to do so such as non-payment, failure to provide requested validation documentation (proof of No-Claims Discount, Security, copy Driving Licences etc)... Where we cancel we will provide seven days' prior written notice to your last known address unless we are required to cancel earlier."*

I acknowledge what Mr M says about the initial phone call when agreeing his policy. More specifically, that he wasn't asked to provide the information West Bay subsequently asked for. In response West Bay says it can make a validation request at any point during the lifetime of the policy.

I don't doubt Mr M's recollection of the initial call he had with West Bay. But I don't think it acted unreasonably when it later asked for documents to validate certain information about his policy.

West Bay has supplied copies of the letters it wrote to Mr M requesting supporting documentation. I can see these letters were addressed correctly. The dates on the letters correspond with the screenshots from West Bay's system records. The records show these letters were generated and the correct notice was provided prior to cancellation.

When Mr M called West Bay on 11 November 2022, he was told that he still had time to provide the requested documents. I acknowledge his comments that he couldn't provide this information in the five days remaining. However, I don't think West Bay acted unfairly here. I'm satisfied that it provided written notice of the information it needed and gave the appropriate notice prior to cancelling Mr M's policy.

I've thought about Mr M's concern that he's paying more for his current insurance policy as a result of the cancellation record West Bay applied. However, West Bay confirmed in its complaint response that it will remove the cancellation record if Mr M provides the validation documents he was asked to provide. I don't think this is unreasonable. Mr M can then contact his current insurer to query his premium once the cancellation record has been removed.

I understand Mr M's concerns about providing this information to West Bay. But I don't think it's unusual for an insurer to need sight of this type of documentation. I'd expect West Bay to have processes in place to handle information securely. I've no reason to consider this isn't the case.

In summary although I'm sorry Mr M was distressed when his policy was cancelled, I don't think West Bay acted unfairly when relying on its policy terms to take the action it did. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 August 2023.

Mike Waldron  
**Ombudsman**