

The complaint

Miss D complains about the communication from Toyota Insurance Management SE in relation to her car insurance policy.

What happened

Miss D bought a car insurance policy online through Toyota Insurance. She was then asked for documents to verify the information she provided when taking out her car insurance policy. Toyota Insurance also wrote to Miss D to request this information. Miss D replied to the insurer's requests but as Toyota Insurance hadn't received the information requested it asked for the information again. Miss D wasn't happy with the requests for information from Toyota Insurance and complained.

Toyota Insurance reviewed the complaint and didn't uphold it. It said the insurer had asked it to verify information given during the sale of the policy, in particular the insurer had asked about the amount of no claims discount (NCD) Miss D had declared, an undeclared claim, the outcome of a claim declared and also confirmation of who the registered keeper of the car was. Toyota Insurance explained that, as not all of this information was provided, it had re-requested it and extended the date for it to be provided. Toyota Insurance explained that, as the insurer had the information requested, it would be in touch about the next steps.

Miss D didn't think this was fair and referred her complaint here. She said she'd provided all of the information asked for and said the tone of the e-mails and threatening to cancel the policy was distressing.

Our Investigator reviewed the complaint and found that Toyota Insurance had requested different pieces of information from Miss D at different times. However, as this information was needed to verify the policy, she thought Toyota Insurance had acted fairly by requesting it via e-mail, texts and calls. Our Investigator also didn't agree the tone of the e-mails was inappropriate and didn't recommend the complaint be upheld. Miss D didn't agree, she said the tone of Toyota's e-mails wasn't appropriate and asked for an Ombudsman's decision.

As Miss D didn't agree the complaint has come 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.

Before I explain my decision, I feel it would help to clarify what I can and can't consider in this decision. Miss D has complained against Toyota Insurance which is the broker for her car insurance policy. The insurer is a different business to Toyota Insurance and therefore I'm unable to comment on the actions of Miss D's insurer in this decision. I've also noted that since Miss D raised this complaint the policy has been cancelled and Miss D doesn't agree with how much she was charged for two months insurance. As these happened after Toyota Insurance issued its final response letter on 20 July 2023, these would need to be raised separately.

The terms and conditions of Miss D's policy, like most policies we see, say that information may be requested from Miss D to help validate the information given during the sale. I've therefore looked at whether Toyota Insurance acted fairly and reasonably when doing this.

I can see Miss D bought the insurance policy to start on 19 May 2023. Due to the information she provided during the sale, the insurer had some questions and wanted to verify the information given. So, Toyota contacted Miss D on 19 May 2023 and asked for a copy of the V5 for the car and also confirmation of Miss D's NCD. Miss D replied on the same day and provided confirmation of her NCD, along with the new keeper slip of the V5.

As the full V5 hadn't been provided Toyota Insurance sent Miss D a text on 22 May 2023 referring to the letter and e-mail it had sent. Miss D replied via e-mail to query what this was about and asked for confirmation the information she'd sent had been received. Toyota Insurance then wrote to Miss D on 2 June 2023 via e-mail and letter to confirm the information the insurer still needed. I can see Miss D replied on the same day with clarification around the information requested and referred to the previous document she'd sent.

As Toyota Insurance hadn't received the information requested it followed this up with a text message on 5 June 2023 and via letter and e-mail on 16 June 2023. The communication between Miss D and Toyota Insurance continued over the next few weeks until Toyota Insurance issued its final response on 20 July 2023, which confirmed it had now received everything requested and it had been passed to the insurer.

I've reviewed the correspondence between Miss D and Toyota Insurance. In doing so I can see Miss D has repeated information to Toyota Insurance, part of this was around the reason for not having the full V5 and the circumstances of the claim. However, I can also see as not all of the information requested had been provided, Toyota Insurance continued to request it. As the information related to claims made, NCD allowances and who the car was registered to I'm satisfied it was reasonable for Toyota Insurance to try and obtain all of the information needed.

I understand Miss D feels the communication wasn't appropriate, and I can see during that time there were multiple e-mails and text messages from Toyota Insurance. Given the insurer needed this information and it hadn't been provided, I'm not persuaded Toyota Insurance acted unreasonably by requesting it. I've reviewed the wording and the amount of contact Toyota Insurance sent, and while I understand communication can be interpreted differently by different people, I'm not persuaded Toyota Insurance did anything wrong. So, it follows that I'm not going to direct it to do anything else.

My final decision

For the reasons explained 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 Miss D to accept or reject my decision before 21 December 2023.

Alex Newman
Ombudsman