

## The complaint

Mr R complains One Call Insurance Services Limited didn't cancel his motor insurance policy when he asked it to and so, unfairly charged him for renewing his policy.

## What happened

The circumstances of this complaint are well known between the parties, so I've summarised events.

- Mr R took out a motor insurance policy via his insurance broker, One Call, in April 2021.
- Mr R says he called One Call in March 2022 to cancel the policy as he'd arranged cover with another insurance provider. However, the One Call policy subsequently renewed automatically.
- In April 2022, Mr R made a claim on the policy for a damaged windscreen. Mr R says his wife – who telephoned One Call to make the claim – didn't realise she was speaking to One Call and had assumed she'd telephoned the new insurer. The claim for the windscreen was subsequently covered.
- In April 2023, Mr R complained to One Call saying his policy hadn't been cancelled in March 2022 like he'd requested, and so, he wanted the premium he'd paid to be refunded.
- One Call said it had written to Mr R in March 2022 advising the policy was due to automatically renew. It said it didn't have a record of him contacting it at that time to cancel the policy. And so, it was satisfied it hadn't treated Mr R unfairly.
- Unhappy, Mr R brought a complaint to this Service. An Investigator considered it and didn't uphold it. Because Mr R disagreed, the complaint has been passed to me for an Ombudsman's 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.

- The issues to be decided is whether One Call *didn't* act upon an instruction Mr R says he gave to cancel his policy, and should therefore, refund him the cost of his premium. To determine this, I must consider the available evidence.
- Mr R has provided a screen shot which shows he called One Call twice in March 2022. So, whilst One Call has said it doesn't have a record of Mr R calling it at this time, I'm persuaded, based on the evidence, that he did.
- It is plausible Mr R was calling about cancelling his policy as I've seen evidence that

he took out a motor insurance policy with another provider on the same day these calls were made. However, I can't be certain as to what was discussed during these calls.

- But even if I was persuaded Mr R had called to cancel his policy, I can't ignore the fact he subsequently made a claim on the policy in April 2022 when his windscreen was damaged. And therefore, benefitted from the policy.
- I understand Mr R has said his wife called One Call thinking it was the new insurance provider, but I'm not persuaded that during the life of the claim, it wouldn't have come to Mr R's attention that he or Mrs R weren't dealing with the new insurer or its agent.
- I say this because it's not unreasonable to assume Mr R would have received correspondence about the claim and this would have shown it was being dealt with by the insurer of the One Call policy.
- But what remains key is that because Mr R made a successful claim on the policy, it wouldn't be reasonable to ask One Call to refund the premium.
- As Mr R appears to have been dual insured at the time the claim was made, he may wish to contact the other insurance provider to seek recovery for the premiums he paid it. But that's a decision I'll leave with him to make.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 14 November 2023.

Nicola Beakhust  
**Ombudsman**