

The complaint

Mr L has complained that Liverpool Victoria Insurance Company Limited didn't offer renewal terms for his motor insurance policy.

What happened

The background to this complaint is well known to both parties so I won't repeat it in detail here. In summary Liverpool Victoria didn't offer Mr L renewal terms on his motor insurance policy. It said this was because of the nature of some calls he'd had with Liverpool Victoria's staff and the threats he'd made towards them. Mr L felt this was unfair.

Our investigator didn't recommend that the complaint be upheld. Mr L appealed.

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, and although I recognise that Mr L will be disappointed by my decision, I agree with the conclusion reached by the investigator for these reasons:

- Mr L made a serious threat to a Liverpool Victoria member of staff and used offensive behaviour. Mr L's policy provides: *We'll cancel your insurance by giving you 7 days' notice if... you behave inappropriately for us to continue your insurance, e.g. if you harass or show abusive, threatening, racist, sexist or any other anti-social or discriminatory behaviour towards our staff.* Liverpool Victoria decided not to invoke the cancellation clause, but it didn't offer Mr L renewal terms. I don't find that it treated him unfairly in doing so.
- I understand that Mr L feels this may have an impact on his motor insurance going forward. Not inviting renewal is not the same as cancelling a policy. It is not recorded on external databases. Liverpool Victoria gave Mr L notice that his policy wouldn't be renewed, so I'm satisfied that he had the opportunity to source motor insurance cover elsewhere.
- Mr L has said that he doesn't want to do business with Liverpool Victoria, but he would like an apology for the way he has been treated. I do understand that he feels he has been treated harshly, and it's clear Mr L was very frustrated about the issue he called about. But Liverpool Victoria has a duty to protect its staff. In all the circumstances I don't find that it was obliged to offer him renewal terms or has otherwise treated him unfairly.
- I haven't disregarded Mr L's points with regard to his mental health. However, I'm satisfied that Liverpool Victoria's response was proportionate in the circumstances. It follows that I don't require it to take any further action.

My final decision

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 L to accept or reject my decision before 1 December 2023.

Lindsey Woloski
Ombudsman