

The complaint

Mr F has complained about Aioi Nissay Dowa Insurance UK Limited trading as Toyota Insurance Services. He isn't happy that it cancelled his motor insurance policy.

What happened

Mr F took out motor insurance with Toyota and it looked to contact him about his policy and to verify a few details a short while later. And as Mr F didn't reply it went on to cancel his insurance in line with the terms and conditions of the policy. Unfortunately, Mr F only realised it wanted to speak to him after his policy had been cancelled so he complained to Toyota about the cancellation.

Toyota looked into things for Mr F but didn't feel it had done anything wrong. It said it had tried to contact Mr F by a number of different methods (email, letter, and text) but as he didn't make contact or provide the detail it had requested it cancelled the policy. As Mr F remained unhappy he complained to this Service.

Our investigator looked into things for Mr F but didn't uphold his complaint. Although she sympathised with the position Mr F found himself in she didn't think Toyota had done anything wrong.

As Mr F didn't agree the matter has been passed to me for review.

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.

I can understand Mr F's frustration here as he feels he just wasn't aware of Toyota Insurance's attempts to contact him. It requested confirmation of some of his driving details and questioned why he hadn't told it about an incident he had been involved in. But I'm satisfied it made reasonable attempts to contact him before it went on to cancel the policy so I'm not upholding this complaint. I'll explain why.

I know Mr F has disputed whether the incident he was involved in with a third-party vehicle, which he reported to his previous insurer for information only purposes, needed to be disclosed as he wasn't making a claim. While I understand this he still needed to tell Toyota about this even if that was the case and as the claim was marked on the Claims and Underwriting Exchange (CUE) by his previous insurer I can't say Toyota did anything wrong in asking about this. And it is clear Toyota Insurance wanted other documentation from him as well so he would have needed to contact Toyota in any event.

I accept that Mr F didn't get all of Toyota's communications as its emails had gone into his spam folder and he said there was a postal strike. However, I can't hold Toyota responsible for this and Mr F has explained that he did receive a text asking him to get in touch with Toyota, but he didn't believe it was real. But he could have called Toyota or gone on his

online portal at that stage to confirm the position directly with Toyota and naturally this would have been a prompt to check his spam folder as well.

Either way I'm not sure what else Toyota could have done here as it communicated by three separate means (email, letter, and text). And it wanted to verify some of Mr F's details and to understand about the previous incident Mr F had been involved in which it was entitled to do. Plus, its terms and conditions make it clear when it can cancel a policy and it has acted in line with this here in providing seven days' notice of cancellation and looking to communicate the need for Mr F to make contact by various means.

Given all of this I don't think Toyota have acted unreasonably here. I'm sure it wasn't Mr F's intention to not get in touch, but Toyota needed to verify a number of details with him. And as he didn't get in touch it cancelled his policy in line with the terms and conditions. I know this will come as a disappointment to Mr F but I'm not asking Toyota to take any further action here.

My final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 19 January 2024.

Colin Keegan
Ombudsman