

complaint

Mr T complains that Autonet Insurance Services Limited cancelled his motor insurance policy and then charged him for the cancellation.

background

Mr T brings this complaint through his daughter, who I shall refer to as "Miss T."

On 9 August 2013 Mr T arranged a motor insurance policy through Autonet. Autonet asked Mr T to send proof of his no claims discount (NCD). When it didn't receive anything, it wrote to him on 16 August 2013 and again on 23 August 2013 giving seven days' notice of its intention to cancel the policy. On 2 September Autonet wrote to tell Mr T it had cancelled the policy. It deducted a number of charges from the refund it gave him. Subsequently Autonet agreed to waive its commission charge of £75. But the other charges remain outstanding.

The adjudicator recommended that the complaint should not be upheld. She said that Mr T hadn't been able to produce evidence of an NCD which could have been applied to this policy. So she was satisfied that Autonet was entitled to cancel the policy.

Miss T didn't agree. She felt that Mr T had been treated very unfairly. She argued that as there had been no request by Mr T to cancel the policy, Autonet shouldn't have done so. She said the letters Autonet sent warning Mr T the policy would be cancelled, hadn't arrived and Autonet should have emailed Mr T rather than relying on the post.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive or contradictory I make my decision on the balance of probabilities – that is what I consider is likely to have happened, taking into account the evidence that is available and any other relevant circumstances.

When Mr T took out the policy, he was given the choice of how he wished to receive documents and correspondence. He opted for postal delivery. So I find that Autonet acted in accordance with that request when it sent letters by post rather than emailing them to him.

Miss T says that proof of Mr T's NCD was sent to Autonet in the prepaid envelope Autonet had provided. So it is unlikely it would have gone to the wrong address. But Autonet has no record of receiving it.

Miss T also says that the letters of 16 and 23 August warning Mr T that his policy would be cancelled were never received, although the letter of 2 September confirming the policy had been cancelled was. I am satisfied that all these letters were sent to the same address. In the absence of any evidence that there was a particular problem with the postal service at that time, I consider it unlikely that three letters, both to and from Autonet, would have gone astray over a period of two weeks. I find it is more likely that at least one of the two letters Autonet sent to Mr T giving him notice of the cancellation was delivered to his address.

When the adjudicator asked Miss T to provide a copy of the proof of the NCD that Mr T sent to Autonet, Miss T at first said she was unable to do so because Mr T had sent Autonet his only copy. Later Miss T did send us a renewal notice from another insurer which confirmed that Mr T had a twelve year NCD. But this document related to a different vehicle with a policy renewal date of 29 October 2013. A copy of this document could not have been sent to Autonet in August 2013, because it is dated 4 October 2013. Nor could it have provided the proof of an NCD that Autonet had asked for, as it relates to another vehicle covered by a policy from a different insurer.

Miss T complains that Autonet cancelled the policy even though Mr T hadn't asked it to. But quite apart from any right Mr T had under the terms and conditions to cancel, Autonet was also entitled to do so when evidence that Mr T had an NCD which could be applied to the new policy failed to materialise. This was clearly explained to Mr T at the time the request was made. It may be that Mr T hoped that he could use his twelve year NCD on more than one policy, but I agree with the adjudicator, the renewal document he obtained from the other insurer wouldn't have been accepted by Autonet even if it had been available at the time.

Taking all these matters into account I find that Autonet was entitled to cancel Mr T's motor insurance policy. I find that Mr T did not have an NCD which could have been applied to the policy he set up through Autonet. If he did have one, I am satisfied that a copy of it would have been provided, if not to Autonet in August 2013, then to this service when we were investigating Mr T's complaint.

The cancellation charges that Autonet has asked Mr T to pay are:

- £83.26 time on risk;
- £39.95 non refundable legal protection
- £2.98 postal delivery charges;
- £16.47 commission;
- £50 cancellation charge

I consider that none of these charges are excessive or unreasonable.

my final decision

My decision is that I do not uphold the complaint. I make no award against Autonet Insurance Services Limited.

Melanie McDonald
ombudsman