

## **The complaint**

Mr B complains about the motor insurance policy he took out via Inspop.com Ltd trading as Confused.com.

## **What happened**

Mr B wanted to take out insurance for his car. He used Confused.com and entered information to generate a number of quotes. He was offered a number of policies with different businesses and picked the option he wanted to proceed with.

A few weeks after taking out the policy, Mr B noticed his documents showed the car to be valued lower than what he thought it should be. His documents showed the value of his car to be £52,800 but Mr B thought his car was valued at £77,000.

Mr B contacted the company he took out the insurance with. It told him it insured him based on the information it received from Confused.com. It said it couldn't insure Mr B's car up to the full value he wanted, as the maximum value of car his underwriters insured was £75,000. It said if Mr B wanted to increase his cover to that amount, he'd have to pay an additional premium. It said his other option would be to cancel the policy and take a new one out with another insurer. But it said if Mr B did this, a cancellation fee would be charged. Mr B decided to insure his car up to the value of £75,000 and pay the additional premium.

Unhappy, Mr B complained to Confused.com. He said he entered in the value of his car to be £77,000 and so felt it was to blame for him needing to pay an additional premium as it must have changed the information he entered in.

At first, Confused.com said Mr B input all the data himself, so felt it wasn't responsible. But it later changed its stance. It said on the first two quotes Mr B made, he entered the value of his car, but not the registration number. But on the quote Mr B accepted, he entered in his registration number, which meant that some fields, including the value of the car, auto populated.

But it maintained it wasn't responsible for the issues Mr B was now experiencing with his insurer. It said it made it clear that some fields may have been auto populated, and that it was important that Mr B check the information was correct before continuing. It also said it's clear in its terms and conditions that Mr B needs to make sure any assumptions are correct, and that it's his responsibility to make sure all the information is accurate before continuing with the quote.

Mr B remained unhappy and brought his complaint to us. He wasn't happy with the valuation Confused.com placed on his car and thinks had it been more accurate and not changed his information, he'd not have felt underinsured and had the hassle of calling his insurer to change the policy and pay a higher premium.

Our investigator looked into the complaint and didn't recommend it be upheld. He thought Confused.com made it clear that some information was auto populated, and that it made it

clear to Mr B that it was his responsibility to check the information was accurate before proceeding.

Mr B disagreed and asked for an ombudsman's decision.

I issued a provisional decision as follows.

*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, I'm thinking of upholding it.*

*Confused.com's role is to help find Mr B an insurance policy that meets his needs. But it's not advising Mr B on which policy to take out, it's simply helping him find one by showing him the policies available to him.*

*Once Mr B chooses an insurance policy to take out, Confused.com pass his information on to the relevant insurer. But Mr B is responsible for making sure the information passed on is accurate. I've seen the terms and conditions Mr B agreed to, and these make it clear that Mr B is responsible for making sure all the information, including any assumptions is correct.*

*I've also seen the screenshot of the information Mr B would have been presented with at the time he filled in his quote. This shows the value of his car as £52,800. There's a notification which states that some details have been auto populated - completed automatically - to save Mr B some time and that should any of this information be incorrect, Mr B should change it before continuing.*

*However, I don't think this notification is clear enough. This notification doesn't say that Confused.com has changed any information, just that it has auto populated some. And Mr B had already entered the value of his car so has said he didn't think he needed to check anything he'd already entered in.*

*I've looked at the value Confused.com valued Mr B's car at. This value of £52,800 is considerably lower than what Mr B valued his car at. But more importantly it's also considerably lower than what the relevant guides we use to settle disputes about valuations valued Mr B's car at. These valued his car between £65,410 and £71,543. The value Confused.com assigned to Mr B's car was lower even than the amount the guides considered to be the trade value for Mr B's car – between £61,920 and £65,820.*

*Confused.com is entitled to use whichever third party it chooses to value its customers' vehicles. But I'm of the opinion that it didn't clearly inform Mr B that it had changed any value, and I don't find it made it clear enough that the value it placed on his car could be considerably lower than the market value of his vehicle. And as such I find Confused.com didn't make the implications of this clear enough to Mr B.*

*In this case, Mr B spotted the lower value before he needed to claim. But he was worried he'd been underinsured to the tune of over £20,000. He called his broker and let them know of the discrepancy with the value of his car on his policy. It said the underwriter couldn't insure his car for more than £75,000, and that to insure him up to that value he'd need to pay an additional premium.*

*Had Confused.com made it clearer it changed the value of his car and that the value it placed on Mr B's car could be considerably lower than the market value, I find it likely Mr B would have changed the value. Had he done so, he'd have likely paid the increased premium he's now paying. I've not been made aware of any administration fee he's been asked to pay to make this change. So I'm satisfied Mr B hasn't suffered a financial loss.*

*But he has suffered trouble and upset. As mentioned above, on seeing the error he was worried he was underinsured by over £20,000. And he's also had the trouble of calling his broker and changing the details on his policy. This is something I find it likely he wouldn't have had to do, had Confused.com made it clearer that the value it used to value Mr B's car had been changed and could be considerably lower than its market value. I'd recommend Confused.com pay Mr B £100 in compensation in order to put things right.*

#### *My provisional decision*

*For the reasons set out above, I'm thinking of upholding Mr B's complaint. To put things right I'd require Inspop.com Ltd to:*

- *Pay Mr B £100 compensation for his distress and inconvenience*

Mr B didn't formally respond to my provisional decision.

Confused.com responded and said it didn't change any information on Mr B's quote. It said on the quote Mr B accepted he didn't enter the value of his car. It said Mr B had enough opportunity to check and change the value of his car before accepting the quote.

#### **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, I'm upholding it. I'll explain why.

Most of my decision is explained in my provisional decision. But I do acknowledge Confused.com's argument that it didn't *change* any data as suggested in the provisional decision.

I accept this is the case, but I'm still satisfied, when taking into account Mr B's journey as a whole, that the information Confused.com provided when it said it auto populated some information wasn't clear enough.

Mr B knew the value of his car and had entered it in previous quotes. On this quote he didn't think to check information he'd entered in as he, incorrectly thought he'd entered the value of his car.

Confused.com is entitled to auto populate this information, and it's entitled to use a third party to calculate the value of a vehicle. But in this case, had it been clearer that the value could be considerably lower than the market value of the car, I find it likely Mr B would have changed the information and not have experienced the trouble and inconvenience he did with his insurer.

#### **Putting things right**

To put things right, I require Inspop.com Ltd to pay Mr B £100 compensation for the trouble and upset caused as explained above.

#### **My final decision**

For the reasons set out above I uphold Mr B's complaint against Inspop.com Ltd. To put things right Inspop.com should:

- Pay Mr B £100 compensation for the trouble and upset caused

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 September 2020.

Joe Thornley  
**Ombudsman**