

The complaint

Mr O complains that One Sure Insurance Limited mishandled his commercial vehicle insurance policy.

Where I refer to One Sure, I include employees and others insofar as I hold One Sure responsible for their acts or omissions.

What happened

One Sure acted as an intermediary between Mr O and an insurance company.

Mr O had a commercial vehicle insurance policy for the year from 20 June 2020. The policy covered a vehicle which ended in the letter "J" (I will refer to that as "vehicle J").

In October 2020, Mr O added another vehicle, the registration of which was the same as the first vehicle, save that it ended in the letter "H". (I will refer to that as "vehicle H").

From about November 2020, One Sure asked Mr O for information including about no-claims discount ("NCD"). One Sure asked Mr O to pay an additional premium charged by the insurer because he hadn't provided evidence of NCD.

In about May 2021, Mr O appointed another broker. In about June 2021, Mr O complained to One Sure. One Sure waived all its administration fees and only asked Mr O to pay the additional premium the insurance company had charged for the time on risk – about £1,200.00.

By a letter dated 9 August 2021, One Sure told Mr O of his right to bring his complaint to us.

Mr O brought his complaint to us without delay.

In October 2021, Mr O paid the charge for time on cover.

Our investigator didn't recommend that the complaint should be upheld. He thought that One Sure had done enough to put matters right. He said that One Sure couldn't be held responsible for the insurer's decision to increase the premium following the removal of any NCD.

Mr O disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- We should not uphold terms of business "get out" clauses.
- Numerous times he contacted One Sure to find out what NCD they were missing. Their failure to help stopped him from exiting the policy early and getting a better price.
- He claimed a reduced fee.

- He had a claim reference number for the accident.

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've seen an email from One Sure to Mr O dated 11 June 2020. I accept Mr O's point that this email didn't say anything about NCD.

But the policy schedule dated 19 June 2020 (for vehicle J) included the following:

"NCD years earned 1"

I've also seen an email from One Sure to Mr O dated late September 2020 including the following:

"[vehicle H] is coming up for renewal in October the same day as the goods in transit and liability.

As we mentioned when we renewed the first vehicle – [insurers] offer a multi vehicle policy.

Each vehicle still has its own no claims bonus and a claim in one doesn't effect the bonus of the other – But it gets everything under one roof and makes it manageable.

...

The total cost to add the vehicle to the motor insurance is £2685.75."

And the statement of fact and policy schedule dated October 2020 included the following in relation to vehicle H:

"NCD years earned 2"

In any event, I would expect Mr O to have been aware that NCD would reduce his costs of insurance.

Under the Insurance Act, Mr O had responsibility for making a fair presentation of risk to the insurance company. His responsibility was mentioned in One Sure's documents. But I don't consider that this was a "get-out clause". Rather I consider that Mr O had the responsibility for checking and, if necessary, correcting information in the statement of fact.

So I consider that Mr O, rather than One Sure, was responsible for the consequences of over-stating his NCD.

In the end, One Sure waived its charges of nearly £300.00 for fees and loss of commission. So Mr O paid only the insurer's charge for time on risk. That was about £9,900.00 including the additional premium of about £1,200.00.

On balance, I accept that One Sure didn't communicate with Mr O as clearly as it should've done. And I've thought about Mr O's point that this stopped him from cancelling the policy and getting a better price elsewhere.

I don't consider that the evidence shows that Mr O wanted to cancel the policy. Rather he wanted to avoid cancellation. And Mr O has fallen well short of showing that he could've got equivalent cover for less than he ended up paying via One Sure.

I note that One Sure waived its charges. Overall I don't conclude that it is fair and reasonable to direct One Sure to reimburse or compensate Mr O or to do any more than it has already done in response to his complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct One Sure Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 1 April 2022.

Christopher Gilbert

Ombudsman