

The complaint

Mrs M complains that Brightside Insurance Services Limited (“Brightside”) has treated her unfairly in relation to information about her no claims discount (“NCD”).

What happened

The background of this complaint is well known to both parties, so I’ve summarised events.

- Mrs M took out a Company A policy through Brightside (as a broker) in October 2019. She subsequently made a claim on the policy.
- The claim was classed as non-fault and Mrs M says she was told the full NCD would be re-instated as a result.
- Mrs M says Brightside has since given her inconsistent and conflicting information about the NCD. So, she complained and said this impacted her quotes elsewhere due to the potential 0 NCD.
- Brightside agreed that it incorrectly gave her a quote that reflected no NCD due to human error. It offered her £25 in compensation for its error and apologised.
- Our Investigator looked into what happened and upheld the complaint. He found Mrs M had been given various incorrect information about her NCD. He said Brightside must issue Mrs M with confirmation of her NCD of two years that she can pass on to her new insurer, and he directed it to increase its compensation to £100.

Brightside didn’t provide a response, so the complaint has been passed to me for an Ombudsman’s final decision.

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 this complaint. I’ll explain why.

- For the avoidance of doubt, I am only considering this complaint about Brightside in its capacity as a broker and the information it has given to Mrs M. Any complaints about the related claim will be dealt with separately.
- Brightside has provided Mrs M with information about her NCD that has been incorrect on several occasions. It has given her figures of 0, 3 and 5 years on different occasions. Since the complaint has come to this Service, Brightside has confirmed that the actual figure is 2 years.
- So, it’s clear to me that Brightside has failed to give Mrs M clear, fair and not misleading information as we’d expect.
- As a result, Mrs M had given a figure of 0 NCD when approaching a new insurer. And this has likely led to an impact in the premiums she’s paid. It seems to me that

Brightside providing confirmation of the actual NCD period will put this right as Mrs M will be able to pass this on to the new insurer.

- However, I also recognise that being repeatedly given inaccurate information will have been frustrating for Mrs M. Mrs M has unnecessarily had to enter into a back and forth with Brightside to establish information that should've been available to her immediately. And she will subsequently need to contact her new insurer to correct her NCD information – a further unnecessary step she will have to take. So I've agreed with our Investigator that £25 isn't sufficient compensation.

My final decision

I uphold this complaint. Brightside Insurance Services Limited must:

- provide Mrs M with confirmation of her NCD as 2 years;
- pay Mrs M £100, in total, as compensation for the distress and inconvenience it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 29 August 2022.

Jack Baldry
Ombudsman