

## **The complaint**

Mr B complains about inaccurate information communicated to insurance brokers by Compare the Market Limited.

## **What happened**

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr B says that when his car insurance was coming up to its annual renewal date, Compare The Market Limited (CTM) sent an unsolicited email with offers from a number of providers.

Mr B contacted one of those providers – an insurance broker. However, when he provided further information, the insurer increased the required premium and so Mr B decided not to go ahead with the purchase.

The broker charged Mr B a £75 cancellation fee. Mr B wasn't happy with this given that the premium had been increased compared to the original offer forwarded by CTM.

Mr B has made separate complaints about the broker and the insurer. I'm not going to comment on those complaints here because I can only consider the complaint about CTM.

Mr B also complained to CTM. He said they'd used inaccurate information to generate the quotes contained in the email they'd sent him. And that led him to enter into discussions with the broker and effectively cost him the £75 cancellation fee.

CTM didn't uphold Mr B's complaint. They pointed out that the information they'd used to generate the offers sent to Mr B were based on information Mr B had himself provided the previous year.

Mr B then brought his complaint to us. Our investigator looked into it and didn't think CTM had done anything wrong. Mr B disagreed and asked for a final decision from an ombudsman.

## **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.

As I say, Mr B has made separate complaints about the broker and the insurer. I can't comment on those complaints here, except to say that CTM aren't responsible for setting the broker's cancellation fee or for the insurer's decision to increase the premium when they received further (and accurate) information from the broker.

The simple question for me, in making this decision, is whether CTM did anything wrong when they used the information they held to generate the offers sent to Mr B.

Mr B says CTM held inaccurate information about him – or, more precisely, used inaccurate

information about him to generate the offers they forwarded to him. He says they had the wrong date for when he purchased his car. And wrong information about how long he'd been driving.

CTM have shown us that they used the information Mr B had himself given them the previous year to generate those offers for the following year's insurance. It's difficult, in those circumstances, to conclude that it's CTM's fault if the broker in this case received information that later proved to be inaccurate.

CTM have also provided evidence to demonstrate that they prompt users to check if all their information is correct before the offers are revealed to them.

And CTM also point out to customers on their website that some providers will ask additional questions and that may affect the premium that's being offered.

In short, CTM take the information the customer provides and generate offers from different providers, based on that information. There's no pretence that they're providing a final or binding quote or offer. And it's clear that their communications are effectively an invitation to the customer to contact provider(s) if they want to shop around for their insurance.

CTM can't reasonably be held responsible for anything the broker or insurer does in their dealings with the customer. And as I say, Mr B has made separate complaints about both the broker and the insurer in this case.

In summary, I can't conclude that CTM have acted in any way unfairly or unreasonably towards Mr B in forwarding to him offers he might be interested in, on the basis of information Mr B had himself earlier provided to CTM.

### **My final decision**

For the reasons set out above, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 12 December 2022.

Neil Marshall  
**Ombudsman**