

## **The complaint**

Miss C complains that Adrian Flux Insurance Services Group (“Adrian Flux”) is responsible for poor service in connection with her motor insurance policy.

Where I refer to Adrian Flux, I include its claims helpline call-handlers and others insofar as I hold Adrian Flux responsible for their acts or omissions.

## **What happened**

Miss C had a sports utility vehicle, first registered in 2010. Miss C acquired it in or before October 2019. In early February 2022, the vehicle passed an MOT test, with a recorded mileage of about 130,000.

Adrian Flux acted as an intermediary or broker between Miss C and an insurer. She had a comprehensive policy to cover the car for the year from early March 2022.

There was a bank holiday weekend in late April and early May 2022. On the Saturday evening, Miss C reported that an unknown driver had caused damage to the car in an incident on a roundabout.

After contacting Adrian Flux and the insurer and having conversations that she found unsatisfactory, Miss C arranged some repairs to make the car roadworthy.

Miss C complained to Adrian Flux that it had been unable to verify the policy details to the insurer.

Miss C brought her complaint to us without delay.

In July 2022, Adrian Flux’s claim handlers admitted there were errors.

In early November 2022, Adrian Flux told us it was offering to pay Miss C £75.00.

Our investigator didn’t think that Adrian Flux was responsible for dealing with the claim. So she couldn’t direct them to carry out the full repairs to the vehicle. She was satisfied that £75.00 was fair and reasonable compensation for their error.

Miss C disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- As Adrian Flux refused to confirm her policy, the insurer said it couldn’t take her complaint or claim any further.
- Adrian Flux’s incorrect advice caused her to seek repairs herself. She didn’t get an invoice.
- £75.00 isn’t enough to cover her cost of the repairs.
- Adrian Flux didn’t confirm the policy until 9 May.

## 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.

From what the insurer has said, it had given Adrian Flux authority to issue policies in the insurer's name, without giving the insurer details unless and until a policyholder made a claim.

From the insurer's file, I see that any claim would be subject to an excess of £200.00.

Also, Miss C had about 12 years no-claims discount ("NCD"). As her NCD was "unprotected", any claim would result in the discount being stepped back (and her premium increased for following years).

I accept Miss C's recollection that on 30 April 2022, the insurer said the vehicle would be a write-off so it wouldn't provide a courtesy car.

On Tuesday 3 May 2022 Miss C contacted the insurer again. From its file note dated that day, I find that Adrian Flux couldn't confirm that Miss C had a policy. Also, Miss C asked about her NCD. So the insurer had to refer her back to Adrian Flux. Between Miss C and the insurer, matters were left on the basis that she might not wish to claim but would get in touch if she did.

Miss C says that it had become impossible for her to make a claim. However, I don't find that the insurer was waiting for Adrian Flux to confirm cover. Rather, I find that Miss C was concerned about the consequences of making a claim, including the excess, the writing-off of her car and the stepping-back of her NCD.

On 9 May 2022, Adrian Flux emailed Miss C confirming cover. She replied the same afternoon including the following:

*"[The insurer] also called you themselves on 3<sup>rd</sup> May to verify my policy, as they were going to arrange the repairs because you had not called me back (as arranged from my call to you on 30th April)... and you informed THEM TOO that I do not have a policy with you. I have now had to resort to paying for the repairs myself as it has taken you over a week to even respond to me and my car was off the road."*

So Miss C was saying that the insurer had been going to arrange repairs. I don't think she was correct. I consider that she knew that the insurer would write her car off rather than repair it. So, without contacting the insurer again, she had already arranged some repairs by 9 May 2022.

Miss C contacted the insurer again on about 10 May 2022. She told us the following:

*"It was at this point I told them I would not continue with a claim that I had already part paid for and that I would raise a complaint."*

The insurer's note of that call also says that Miss C wasn't pursuing a claim.

The investigator told Miss C that she could still make a claim – but she has been reluctant to do so. Therefore I conclude that it was Miss C's decision not to pursue a claim. So I don't find Adrian Flux responsible for paying for repairs of the vehicle as Miss C asks.

### **Putting things right**

Nevertheless, Adrian Flux caused Miss C irritation by not confirming that she had a policy. I agree with the investigator that Adrian Flux's offer of £75.00 is fair and reasonable compensation for this level of distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Adrian Flux Insurance Services Group to pay Miss C (insofar as it hasn't already paid her ) £75.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 19 January 2023.

Christopher Gilbert  
**Ombudsman**