

## **The complaint**

Miss R complains about the way BISL Limited handled a vehicle change on her motor insurance policy which she says left her driving uninsured.

## **What happened**

The background to the complaint is well-known to all parties so I won't repeat it here. In my decision I'll focus mainly on giving the reasons for reaching the outcome I have.

In summary, BISL made an error when Miss R requested to change the vehicle insured on her motor policy. They say they changed the vehicle registration, but the previous written-off vehicle remained insured on the policy. They say this was due to human error and should have been picked up by their agents.

Miss R says she was left uninsured as a result and could have been impacted had she been involved in an incident or stopped by police. Miss G also says she's a carer, and BISL's error could have damaged her reputation. So, she complained.

BISL responded to the complaint and paid Miss R £125. £100 was compensation for any distress and inconvenience caused, and a £25 administration fee was refunded, amongst some other payments made against the policy.

Miss R thought BISL should increase the compensation amount to recognise the impact their serious error could have had on her and her reputation. So, she brought the complaint to our service for an independent review.

Our investigator didn't recommend it be upheld. He thought BISL took reasonable steps to acknowledge their error, and the impact this had on Miss R. Miss R didn't agree, so the case was passed to me to decide.

## **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.

Miss R says she was distressed to find BISL failed to update her policy correctly despite her contacting them to do so. And the impact of this could have been substantial. She says she's had nightmares about what could have happened over the period her previous vehicle was insured on the policy, rather than her replacement vehicle.

BISL say they provided assurances to Miss R that if she had been stopped by police or involved in an incident, she would have still been covered in line with the policy terms.

Fortunately, Miss R wasn't stopped by police or involved in an incident during this period. As such, I'm unable to require BISL to compensate Miss R for events that *could have* occurred. The impact here – in my view – is Miss R finding out BISL made an error and the worry and distress of this.

I accept Miss R finding BISL made this error would have caused her to experience a level of distress and inconvenience. I've gone on to consider what *did* happen, the impact on Miss R, and BISL's attempt to put matters right. And having done so, I'm satisfied they took reasonable steps to acknowledge their error, and compensated Miss R fairly, reasonably, and proportionately here by paying her £100.

Miss R says BISL should refund a portion of her premiums, but I don't agree that's fair. I say this because, although the incorrect vehicle was recorded on her policy, I'm satisfied Miss R would have still been on cover in the event an incident occurred. And the insurer would likely have gone on to validate the claim in line with the policy terms. So, I won't be requiring BISL to take any action in respect of this complaint.

I accept my decision will come as a disappointment to Miss R. But my decision ends what we – in attempting to resolve her dispute with BISL – can do for her.

### **My final decision**

My final decision is I don't uphold it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 5 January 2023.

Liam Hickey  
**Ombudsman**