

The complaint

Mrs C complains that Business Insurance Solutions Limited (“BISL”) has treated her unfairly in relation to her van insurance policy.

What happened

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

- Mrs C owns a van that was insured by BISL for a number of years.
- In 2022 Mrs C received the renewal notice and called BISL. BISL says Mrs C called to say she may be getting rid of the vehicle but would call again if she wanted to renew. Mrs C disagreed with this version of events, saying she had not indicated BISL should cancel the automatic renewal within the call.
- BISL didn’t go ahead with Mrs C’s renewal, and said it sent her a letter confirming this a day after the policy expired.
- Mrs C’s vehicle was subsequently stopped by the police for driving without insurance a short time afterwards. So Mrs C complained to BISL, saying it failed to give her any cancellation notice and described the impact on her and others.
- The complaint came to this Service and one of our Investigators looked into what happened. He upheld the complaint, saying BISL’s decision to not go ahead with the renewal wasn’t in line with what Mrs C said. So, it should provide her with a letter of indemnity, and pay £150 in compensation for the distress and inconvenience. He also said BISL should consider any personal costs Mrs C incurred as a result.
- Both parties accepted the view. Mrs C has since confirmed she did not have any personal additional premiums or legal costs incurred as a result of this incident.
- Since the view, Mrs C said the compensation and letter of indemnity was provided. BISL again agreed to provide this but following several chasers it appears this has not been done.

So, the complaint has been passed to me for an Ombudsman’s 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.

- BISL has accepted our Investigator’s findings, so I see no reason to detail the call and interactions between Mrs C and BISL again. Suffice to say, I’m satisfied BISL removed the auto-renewal when it shouldn’t have.
- As a result, Mrs C was left without insurance. Mrs C has accepted the compensation awarded and solution of BISL’s letter of indemnity. And having reviewed the

circumstances, taking into account the specific impact on her as the policyholder, I'm satisfied the compensatory sum of £150 is fair and reasonable in the circumstances. I'm also not aware of any claims that relate to this period.

- For these reasons, I am directing BISL to provide Mrs C with the letter of indemnity and compensation, but not anything further.

My final decision

I uphold this complaint and direct Business Insurance Solutions Limited to do the following:

- Pay Mrs C £150 in compensation for the distress and inconvenience it has caused her if it has not already done so.
- Provide Mrs C with a letter of indemnity that accounts for the vehicle being driven without insurance.

BISL must pay the compensation within 28 days of the date on which we tell it Mrs C accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 21 July 2023.

Jack Baldry
Ombudsman