

## **The complaint**

Miss K complains that One Sure Insurance Limited mishandled her motor trade insurance policy.

## **What happened**

In early 2022, Miss K had 5 years' no-claims discount ("NCD") on a private car policy. She contacted One Sure (an insurance intermediary). They discussed a motor trade policy for the year from early February 2022. Miss K asked if she would have 1 year's or 5 years' NCD on such a policy in February 2023. One Sure said it would be 6 years' NCD (provided of course that she had made no claims).

Miss K took out a motor trade policy through One Sure with an insurer.

In mid-January 2023, One Sure quoted Miss K a price to renew the policy. But she found a lower price with another provider. She asked One Sure to provide evidence of her NCD. One Sure said she had 1 year's NCD.

Miss K complained to One Sure that it should be 6 years' NCD.

By a final response dated early February 2023, One Sure turned down the complaint. It told Miss K that the insurer had given her an introductory discount in February 2022.

Miss K brought her complaint to us in mid-February 2023. She said that the new insurer had asked for an additional premium of about £2,500.00 for the difference between 6 years' and 1 year's NCD.

Our investigator recommended that the complaint should be upheld in part. The investigator thought that the advice given during the sales call had impacted Miss K in early 2023. The investigator recommended that One Sure should compensate £200.00 for the error.

One Sure disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that this award in this circumstance is too high.

Miss K also asked for an ombudsman to review the complaint.

## **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 the call recording evidence, I find that when it sold the policy, One Sure gave Miss K incorrect information about the number of years' NCD she would have (provided of course she had made no claims) for the year from February 2023 and subsequent years. I don't condone that.

However, the policy gave Miss K the cover she wanted from February 2022. So I don't consider that One Sure mis-sold the policy. And I don't find it fair and reasonable to direct One Sure to refund the premium in whole or in part.

I can see why Miss K wanted One Sure to provide evidence that she had 6 years' NCD in February 2023. But One Sure was only an intermediary rather than the insurer. And Miss K had only had a motor trade policy for 1 year. So I don't find it fair and reasonable to direct One Sure to provide evidence that she had 6 years' NCD.

I haven't seen enough evidence of what questions Miss K's new insurer asked her in early 2023. So I don't hold One Sure responsible for her answers or for the new insurer's additional premium.

I consider that One Sure's incorrect information in 2022 caused Miss K distress and inconvenience and disappointment when she found out in 2023. Miss K spent time on contacting One Sure. One Sure didn't offer any way of putting things right.

But I haven't upheld Miss K's complaint that it should refund the premium or provide evidence of 6 years' NCD.

### **Putting things right**

Weighing all this up, I conclude that it is fair and reasonable to direct One Sure to pay Miss K – in line with our published approach - £200.00 for 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 One Sure Insurance Limited to pay Miss K £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 15 September 2023.

Christopher Gilbert

**Ombudsman**