

The complaint

Mrs B complains that BISL Limited didn't make it clear that it wasn't the insurer for her motor insurance policy. She wants compensation for the stress and upset this caused when she made a claim on her policy.

What happened

Mrs B took out a policy through BISL using a trading name. Mrs B thought the trading named company was her insurer. But when she made a claim, Mrs B was directed by BISL to an accident management company and her insurer. Mrs B was unhappy with this and that the process hadn't been made clear to her at the outset. BISL agreed that there had been poor customer service when Mrs B first notified her claim, and it offered her £25 compensation for this. But Mrs B remained unhappy.

Our Investigator firstly didn't recommend that the complaint should be upheld. He thought the policy documents made it clear that the policy was sold under a brand name, that BISL was the administrator of the policy, and they provided the name of the insurer. He thought BISL's payment of £25 compensation for the service error was fair and reasonable. He also thought Mrs B should direct any concerns about the claim to the insurer.

BISL replied offering to increase the offer of compensation to £200, which the Investigator thought was fair and reasonable. Mrs B replied that the compensation was insufficient for her suffering over the past several months. She thought the policy's administrator owed her a duty of care. Mrs B asked for an Ombudsman's review, so her complaint has been passed to me for a final 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.

I was sorry to hear that Mrs B had been involved in a road traffic accident. I can understand that this must have been a frightening experience. But I can't hold BISL responsible for this. I can also understand that she found confusing the number of different parties involved in providing her motor insurance policy.

As our Investigator has explained, BISL is the administrator of Mrs B's policy which was sold under a brand name. This arrangement, and the name of the actual underwriter, are stated clearly on Mrs B's policy documents. This isn't unusual in insurance, and I'm satisfied this was made reasonably clear to Mrs B when she took out her policy.

Mrs B complained about BISL under its trading name. The underwriter, and its agents, is responsible for dealing with any claims. BISL is the policy's administrator. So I can't say that BISL is responsible for Mrs B's concerns about how her claim was handled or the lack of a courtesy car. Mrs B should address these concerns to the policy's underwriter, as I can see she has done. I can't further consider these concerns here as this is a different business.

When Mrs B first notified her claim, she was put in contact with an accident management company which collected details of the incident. BISL explained that, depending on the

circumstances, it would then direct the claim to the insurer or to a claims management company.

BISL agreed that Mrs B had received poor customer service when she first made contact with the accident management company. After the complaint came to us, it said Mrs B's options hadn't been clearly provided and her specific needs hadn't been reasonably catered for. And it offered Mrs B £175 further compensation for the level of service provided.

I think that BISL's agent should have provided better service at the onset of the claim. It should have better taken into account Mrs B's specific needs, which she made clear in the notification call. It should have provided the name of the policy's underwriter. And it should have explained Mrs B's options for handling the claim, either through her own policy and her insurer or through the claims handling company. I think this would have avoided confusion and upset.

BISL has offered Mrs B £200 compensation in total for its level of service during the initial call. And I think that's fair and reasonable as it's in keeping with our published guidance for the impact these errors had. I think it's for Mrs B to decide whether or not to accept this offer.

Putting things right

I require BISL Limited to pay Mrs B £200 in total compensation for the distress and inconvenience caused by its level of service, as it's already agreed to do.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require BISL Limited to carry out the redress set out above, as it's already agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 March 2024.

Phillip Berechree
Ombudsman