

The complaint

Miss W complains that her broker, One Call Insurance Services Limited, provided poor service to her after she reported an incident to it.

What happened

Miss W contacted One Call after an accident on 29 April 2023. Two days later she called it to say she didn't want to proceed with a claim. One Call advised her to contact its claims handling agent. It said she'd need to give One Call proof that the claim wasn't proceeding, in order for it to change the record of her having made a 'fault' claim.

On 18 May 2023 Miss W told One Call that its claims handling agent had confirmed the record should say only that she'd notified One Call about an incident. But One Call said the agent had told it Miss W hadn't been in touch - and that it couldn't change the record. The same day, Miss W got confirmation from her insurer that there was no record of a claim on its system. One Call then spoke to its agent again (on 22 May 2023) and it confirmed to One Call that the record should be changed to notification only.

Miss W's policy lapsed on 14 June 2023, and she had to find cover elsewhere. But One Call still hadn't updated the records, and on 26 June 2023, it provided Miss W with proof of her driving record that showed a fault claim on 29 April 2023 and only nine years no claims discount ('NCD'). Miss W told One Call that was incorrect, so it said it would contact its agent again. On 30 June 2023 One Call corrected the record to show that Miss W had only notified an incident to it in April 2023 and that she had 16 years NCD. It didn't accept it had made any errors, but it offered Miss W £30 compensation for inconvenience, which was later increased to £70. Meanwhile, Miss W's new insurer charged her an additional premium (based on the incorrect record set out by One Call) plus £25 for making the amendment.

One of our investigators reviewed Miss W's complaint. She thought the compensation should be increased to £125. She said One Call should have done more to assist Miss W to get the record corrected and that it had failed to record the right information, even after contacting its agent and being given the correct details. She said Miss W had been upset and frustrated by One Call's behaviour and had had to make many calls to it. But One Call still thought £70 compensation was fair, so the complaint was passed to me for review.

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 think One Call could have prevented the distress and inconvenience Miss W experienced had it contacted its claims handling agent directly (rather than asking Miss W to do so) and had it then recorded the details it got from the agent correctly.

It isn't clear what happened when One Call contacted the agent on 18 May 2023, but in my opinion, it's more likely than not that One Call made an error, not the agent. The agent had

just told Miss W that the record should show *notification only* – and it said the same to One Call when it called again on 22 May 2023. So I doubt it gave One Call the wrong information.

One Call hasn't explained why it didn't correct the record on 22 May 2023, which meant that over a month later, on 26 June 2023, it provided the wrong NCD and the wrong driving history for Miss W. That led to her having to contact it yet again – and it contacting its agent yet again - for confirmation that Miss W's assertions about her driving record and NCD were correct. The error also led to Miss W being charged more for new cover elsewhere.

I think Miss W was inconvenienced by having to contact One Call far more than should have been necessary over a relatively simple matter. She was also put in a position where she had to contact its claims handling agent and her insurer, none of which should have been necessary. She had to deal with the confusion and frustration caused by being given incorrect information, especially whilst trying to deal with other insurers. And she had to pay an additional premium to her new insurer, due to the incorrect record not being corrected promptly. The new insurer is likely to adjust the premium (based on the correct facts) but Miss W has shown that she was charged a £25 administrative fee as well, which won't be refunded. I think that's due to One Call's error, as otherwise, no extra administrative work (caused by the adjustment to the premium) would have been necessary for the new insurer.

I don't think the compensation proposed by One Call was sufficient. I think it would be entirely fair and reasonable for it to pay Miss W £150 in total - £125 for distress and inconvenience and £25 to cover the administrative fee charged by her new insurer. We informed One Call about the proposed extra £25 payment, and it didn't comment.

My final decision

My final decision is that I uphold this complaint. I require One Call Insurance Services Limited to pay Miss W £125 compensation for distress and inconvenience, plus £25 for the administrative fee she had to pay her new insurer (£150 in total).

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 23 April 2024.

Susan Ewins
Ombudsman