

## **The complaint**

Mr W complains that One Call Insurance Services Limited ("One Call") didn't update his details to show he'd had a 'non-fault' claim under his car insurance policy.

## **What happened**

Mr W had car insurance cover arranged through One Call, which is a broker.

He was involved in a collision in September 2022 causing damage to his car. In the collision, Mr W had stopped at a roundabout and was hit from the rear by a third party. The third party admitted liability.

He notified One Call but claimed directly from the third-party insurer. The claim was settled.

But Mr W's insurer had incorrectly recorded the collision as being his 'fault'. This affected his premium at renewal, so he complained and the insurer said it'd been recorded in error, and it corrected its records. This was completed by September 2023. Mr W made a complaint against the insurer about this, which reached this service and was decided in his favour.

One Call invited renewal of Mr W's policy in November 2022 but it showed that he'd had a 'fault' claim. It said Mr W had misrepresented his claims history and charged him an additional premium of £23.56 for this.

He complained to One Call and took out cover elsewhere. Mr W provided evidence he'd obtained from the insurers involved in the collision. One Call updated the details on its system and re-issued him his proof of No Claims Discount (NCD). As he'd left One Call, it said it regarded the matter as closed. In July 2023 Mr W received a payment of £23.56. In its final response, One Call said this was a refund of the additional premium he'd paid.

Mr W remained unhappy and approached this service. Our investigator looked into Mr W's complaint and said she thought One Call had updated Mr W's records when it was able to. She thought his complaint wouldn't be upheld.

Mr W didn't agree with the view and asked that his complaint was reviewed by an ombudsman, so it has been passed to me to make 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.

It's important I say that any incident, whether 'fault' or 'non-fault', can affect a driver's premium when their policy renews.

The word 'fault' when used here doesn't necessarily mean whether a particular driver is at fault 'on the road', but whether an insurer is able to fully recover its costs from a third party.

Mr W has corresponded several times with this service post-view about his experience with

One Call.

In this further correspondence I can see he says he does not want compensation or an apology, although he does point out that a genuine apology from One Call “would go a long way”.

One Call's position in not updating Mr W's policy records about the fault/non-fault nature of the collision was reliant on the insurer telling it about the correct status of it. It seems to me that Mr W's key issue is that he had to do the chasing with the insurer to obtain the correct document to satisfy One Call.

But it's not the role of this service to tell a company how to carry out its business. If Mr W feels that he can get better service from another company then he's free to do that, and I understand he's taken out cover elsewhere.

At the heart of this matter is Mr W's request that I decide whether One Call treated him fairly. I've thought carefully about this, and I think it's fair I say that One Call's service wasn't very good. But I think it's also fair I say it's likely that One Call would have taken the same approach with other customers in the same position. So, while its service wasn't good enough, that doesn't mean it treated Mr W differently to any other customer.

In its final letter to him, One Call said:

*“I would like to offer you a sincere apology on behalf of One Call Insurance Services for any inconvenience that we may have caused you, as this would never have been our intention.”*

Mr W was charged an additional premium based on the information One Call had. When the true information came to light, One Call refunded him that money and extended to him an apology. It also provided him with corrected NCD details. I can't fairly say that it needs to do more to rectify the situation and so I don't uphold this complaint.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 15 May 2024.

Richard Sowden  
**Ombudsman**