

The complaint

Mr M complains about how Sabre Insurance Company Limited trading as GoGirl ("Sabre") handled a claim on his car insurance policy.

What happened

Mr M had a motor insurance policy with Sabre, which was taken out via a price comparison website in June 2023.

Sabre set up the policy on the details he'd given it and charged him a premium of £1,540.00. Mr M arranged to pay the premium by instalments.

About two months later, Mr M made a claim on his policy when his car was stolen and not recovered. Sabre realised the car registration number was wrong, and it said it would handle his claim but it would charge him an additional premium of £1,891.68. Mr M paid this. The claim was settled by the end of October 2023.

Mr M complained to Sabre about its service. Sabre said when Mr M input the details into the website, he likely transposed two letters of the car's registration number. It said Mr M had a responsibility to check the right details had been used.

It said it wouldn't uphold the complaint relating to the extra premium it asked him to pay. But it upheld various parts of his other complaints and said it would pay Mr M £50 compensation.

Mr M remained unhappy and brought his complaint to this service.

Our investigator looked into his complaint and thought it would be upheld. She thought some unnecessary delays had happened during the claim and particularly during the final month of it. She thought Sabre should pay Mr M additional compensation of £200 and interest at 8% simple on the market value Mr M received of his car from 10-26 October 2023 during the claim delay.

Sabre agreed with the view, but Mr M didn't. He says he doesn't agree with the extra premium charged by Sabre to cover his car. Because Mr M didn't agree, his complaint has been passed to me to make a 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 Mr M's complaint in part. But it's important I say that I think Sabre charged him the correct revised premium. I'll explain why.

I can see that during Mr M's claim and subsequent complaint he's complained about a range of issues with Sabre's processes and procedures.

I've read the entire file, but I won't refer to it all here. Instead, I'll focus on what I think are the

key issues in Mr M's complaint. This is in line with the informal nature of this service.

It seems to me that the key part of Mr M's complaint is the additional premium he was charged. Mr M has told this service that he didn't incorrectly input the vehicle details into the price comparison website he initially searched on, but he didn't have any proof of this.

Sabre looked into this with its website team, and found that Mr M had bought the policy entirely online. What this means is, the error on typing the registration number could only have been caused by Mr M – there was no call centre operative inputting data for him. Sabre had no proof of this either, but on balance I think the initial error here was Mr M's.

Mr M was then given access to his policy documents on Sabre's portal. About a month after inception of his policy, Sabre changed its portal and it sent emails to Mr M about this. I've seen evidence that Mr M received the emails about this, but didn't activate this 'new' portal until after his claim.

Importantly, Sabre was able to check an audit trail of the 'old' portal and see Mr M hadn't accessed his policy documents, and I can see Mr M seems to confirm this in later correspondence.

What this means is Mr M likely didn't check his policy documents on the original portal which would have shown him that the incorrect car was insured on his policy. And the responsibility to do this is clearly his. Even if an error had been made, he could have contacted Sabre and made a change to it or cancelled it. But he failed to take these steps, and I can't fairly say that's Sabre's fault.

Mr M has supplied a video of him accessing the 'new' portal and he says this video shows he wasn't able to see any details onscreen about him or his car. Sabre has shown information that Mr M didn't access the 'new' portal until after he made his claim so I think my point above stands – at any point, Mr M could have accessed the portal and contacted Sabre if there was a problem. He hadn't done this before his car was taken, and I don't think that's the fault of Sabre.

When Mr M then claimed for the theft of his car, he was charged a substantial extra premium which he believes to be excessive. Because he'd chosen to pay his original premium by instalments, that also meant he'd had to continue those instalments to pay off the original premium amount.

I can see from the file that Mr M compares the value of the two cars (the incorrect one v. the correct one) and shows they have very similar market values. But that's not the only rating factor used by insurers as things like the 'group' are important, and there are many others. I've looked carefully at Sabre's premium calculation relating to both cars and I can see the premiums they've quoted to Mr M are correct and in line with their models. I'm not able to provide those to Mr M as they're commercially sensitive.

When Mr M made the claim and the mistake with the registration number was found, Sabre said he could pay it the additional premium and it would pay his claim in full. Other options were open to it under a piece of legislation called the Consumer Insurance (Disclosure & Representations) Act 2012 ("CIDRA") but it chose to offer the option to Mr M that he would benefit from the most. I think this was fair and reasonable of Sabre.

I've also considered Mr M's claims journey. I can see that Sabre delayed settlement of Mr M's claim slightly during the final few weeks of his claim. The situation was complex at the time and Mr M had complained about various aspects of the claim, but it seems to me that Sabre's service should have been better and more connected.

From Mr M's evidence I can see he's been frustrated by Sabre's service. I've said above that I think Sabre has acted fairly in how it's dealt with the registration number error, but the delays it caused had added to Mr M's distress. I've looked at this service's guidelines on compensation and I think the appropriate amount should be set at £200 in addition to the £50 Sabre has already offered Mr M. I'd ask Sabre to check whether this £50 has been issued to Mr M and re-issue it if needed.

I also think it's fair to ask Sabre to pay interest at 8% simple on the amount it paid for Mr M's car for the period of 10-26 October as it unnecessarily delayed payment.

My final decision

It's my final decision that I uphold this complaint in part.

I direct Sabre Insurance Company Limited trading as GoGirl to pay Mr M:

- £200 further compensation. This is in addition to the £50 it's already offered him.
- Interest at 8% simple on the settlement amount of his claim for the period 10-26 October 2023.

If Sabre Insurance Company Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr M how much it's taken off. It should also give him a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Sabre Insurance Company Limited must pay the amount within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the amount 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 Mr M to accept or reject my decision before 12 June 2024.

Richard Sowden
Ombudsman