

## **The complaint**

Mr G complains about the amount he received from One Sure Insurance Limited (One Sure) following the cancellation of his commercial vehicle insurance policy.

Reference to One Sure includes its agents

## **What happened**

Mr G held a motor insurance policy administered by One Sure (the broker), underwritten by an insurer I'll call X.

Mr G's policy was cancelled by X – that isn't addressed in the scope of this decision. Following that cancellation Mr G complained to One Sure about the refund he received. He's specifically not happy because he says he wasn't told anything about One Sure retaining any commission it had been paid in the event the policy is cancelled.

One Sure didn't uphold Mr G's complaint, it said it initially got the refund wrong, but it was satisfied Mr G had been charged correctly following the cancellation in line with its terms of business.

Mr G wasn't happy with this and brought his complaint to us.

Our Investigator didn't recommend it be upheld. She thought the terms of business made clear what level of commission they would receive, and that Mr G was informed prior to accepting the policy that some of this would be retained if the policy were cancelled. She was satisfied he was charged in line with the terms and conditions of the agreement with One Sure.

Mr G wasn't happy with this and asked for an Ombudsman's 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 not upholding it. I understand Mr G won't be happy with this. I'll explain my reasoning.

- In respect of the commission, I've listed to a call when Mr G took out the policy and I'm satisfied it's clear in this call that One Sure explain they'll receive commission, and this may be retained in the event of the policy cancelling.
- The terms of business also make clear that commission will be charged – and it says this will usually be between 5-20%. I'm satisfied the amount charged of £324.97 is within this threshold.
- I've considered too whether Mr G would have acted differently if he were told the

exact amount that would be retained if the policy were cancelled. I'm not persuaded he'd have done anything differently. I say this because I don't think cancelling the policy was ever in his thoughts, and the amount charged here isn't particularly unusual or excessively high.

- One Sure also say they can run through the terms of business with Mr G on the call or send them to him to read later. Mr G opts to have the terms sent to him. And while this isn't in the direct context of commission, it's on the same call, and referring to the same terms – so I'm satisfied Mr G showed he intended to read those terms.
- I'm also satisfied the amount he's been refunded is fair. One Sure has shown the amount it got back from Mr G's insurer X (for the unused time on risk), less its charges, is equal to the amount Mr G received as a refund.
- At the time of cancelling, Mr G had paid £3,301.61 on this policy. X charged £357.96 for the time on cover. One sure charged £127.50 for three fees (mid-term adjustment, refund and cancellation – all in line with the terms of business) and it retained £324.97 in commission. This totals £810.43. One Sure has said that Mr G received a total refund of £2491.18 (£3,301.61 - £810.43).

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 18 October 2024.

Joe Thornley  
**Ombudsman**