

The complaint

Mrs M has complained that the broker, One Call Insurance Services Limited (OCISL) did not make it clear enough that it doesn't deal with claims. She is unhappy that incorrect information on their internal claims portal for an incident in September 2023 was recorded incorrectly.

Mrs M was unhappy with an increase in her car insurance premium at renewal. She said she was able to get a lower price for her insurance elsewhere.

Mrs M's complaint about the claims process was responded to by One Call Claims separately – and so this doesn't form part of my decision about OCISL.

What happened

Mrs M made a claim under her car insurance policy for an incident in September 2023. She noticed that under its internal claims portal, there were two entries for the same incident.

She complained to OCISL and to One Call Claims about the way her claim had been handled, recorded and that it was confusing having to deal with separate entities, despite the name being One Call.

In January 2024 OCISL didn't uphold Mrs M's complaint. It said the claims portal had a record of two claims because one was a windscreen claim from 2022. It said the windscreen claim didn't affect the price at renewal. It said its documentation was clear as to which business to contact depending on the enquiry.

It said it had no control over the price its panel of insurers provided at renewal.

Mrs M asked us to look at her complaint. She provided a screenshot of the claims portal which showed two entries for the September 2023 incident.

In response to our investigation, OCISL made an offer of £150 compensation to Mrs M for the distress and inconvenience caused. It said it had taken on board feedback and made it clearer for customers that they are a broker and that One Call Claims deal with claims handling.

It said that it had referred the case to One Call Claims who advised that while the claim was open it would be recorded as a fault claim.

Our Investigator thought the complaint should be upheld. He thought OCISL as the broker could have been clearer about their role and what would happen when a claim is made. But he was satisfied that the compensation offer of £150 and the improvements OCISL had made was a reasonable outcome to the complaint.

The Investigator explained that the insurance premium is set by the insurer and so any complaint about the price would need to be directed to them. He thought OCISL had made it clear their role in providing a price at renewal by looking at their panel of insurers.

The Investigator explained the general approach by insurers when dealing with claims. Until a claim is settled where the insurer has been able to recover all of their costs from the 'at fault' party, it is recorded as a fault claim. As the claim was still open at renewal, this is the

claim information which was taken into account for pricing a policy. The Investigator cited the windscreen claim as being the second entry on the claims portal.

Mrs M didn't agree. She reiterated that the claims portal showed two entries for the September 2023 incident. She wants OCISL to fix the error.

The Investigator contacted OCISL and it provided a screenshot to show its records showed one incident for September 2023. It said it couldn't update the claims portal as Mrs M didn't hold a live policy with it. But it said the reason why there were two entries was due to there being two claims files opened in error. OCISL said the correct information has been recorded as one claim externally, which other insurers look at for accuracy.

Mrs M remains unhappy and wants an ombudsman to decide.

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 agree with Mrs M that for part of her complaint, what seemed to be a relatively straight forward enquiry became an issue which led to a complaint unnecessarily. It is clear that Mrs M provided evidence by way of screenshots to show there were two entries for one incident in September 2023 on their claims portal. But OCISL appeared to disregard the evidence Mrs M provided. It told Mrs M the two entries related to one for the September 2023 incident and a windscreen claim from 2022.

I understand Mrs M is unhappy with OCISL's explanation that it cannot amend their internal claims portal record as it is closed due to Mrs M no longer holding a live policy with them. If Mrs M remains unhappy about the information OCISL holds, she can contact the Information Commissioner's Office.

However, I see no reason why Mrs M cannot be provided with a copy of the latest internal screenshot OCISL gave us to show the incident shows as recorded once for September 2023. The screenshot doesn't hold any commercially sensitive information. And OCISL has confirmed that the claim has been recorded once externally, matching their internal record.

I can understand why Mrs M became frustrated when contacting OCISL as she says she was transferred to other departments to deal with the claim. OCISL in response say it has updated its documents to be clearer about its role as broker, providing administration support and its role in passing claims to One Call Claims.

I think OCISL caused unnecessary distress and inconvenience to Mrs M. But for this I think the compensation offer of £150 – along with the improvements to its documentation and pre-recorded message for customers who call – is enough to put things right.

It isn't the role of a broker to price insurance. This is what an insurer does. OCISL explained its role in relation to the premium Mrs M paid in its welcome documents:

"We offer quotations from different insurance providers, which shows a fair representation of the market. This means we look at insurance policies from a large number of providers showing what they cover, how much they cost, the service they have in order for us to offer the best policy for you. Sometimes, we can only work with one or a small number of providers to find access to the insurance product that will best suit your needs.

You can read a list of the insurance providers we use at www.oneallinsurance.co.uk. We will always tell you if this will happen. Our aim is to make sure that the insurance we find for you gives you the best outcome. We want to give you low-cost insurance, instant quotations and immediate cover, as well as the best service."

So as the Investigator explained, Mrs M will need to contact the insurer of the quote provided if she is unhappy with the premium offered at renewal.

I understand Mrs M will be disappointed with my decision. But I think OCISL has done enough to resolve the complaint in their capacity as a broker. So my remedy is set out below.

My final decision

My final decision is that I uphold this complaint. I require One Call Insurance Services Limited to pay Mrs M £150 compensation for the distress and inconvenience caused by its poor service.

One Call Insurance Services Limited must pay the compensation within 28 days of the date on which we tell it Mrs M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 16 October 2024.

Geraldine Newbold
Ombudsman