

The complaint

Mr B complained that Action 365 Ltd, his insurance broker, gave his new insurer incorrect information about his claims history on his motor insurance policy.

What happened

Mr B said that Action 365 were responsible for providing a No Claims Bonus (NCB) letter containing incorrect information about his insurance claims history, and that adversely affected his premiums and his NCB with his new insurer.

The NCB letter of December 2023 said that Mr B had two claims, one in 2023 and one in 2020. Mr B said this was wrong. He said he did have an incident in 2023 when someone reversed into him. But he said that wasn't his fault, and he didn't make a claim. And Mr B said that he didn't have any incident in 2020, and that it was in 2018.

Mr B felt Action 365 had made mistakes about his claim history which meant that his new insurer charged him more than necessary. He wanted Action 365 to compensate him for his financial loss, and time and stress in trying to resolve the matter.

The investigator thought Action 365 hadn't treated Mr B unfairly. Mr B didn't agree and so I've been asked 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'll deal first with the 2023 incident. Mr B said that he notified about it, but he didn't pursue it as a claim.

I've looked at the NCB letter of December 2023 (the NCB letter). About the 2023 claim it said "*Third Party Hit Driver, Not At Fault, £0.*" This isn't incorrect because it's what Mr B said happened in the incident. Incidents are recorded even if the insured does not make a claim.

Action 365 believed that would indicate to a new insurer that Mr B hadn't pursued a claim for it. So I don't think it was unreasonable for that to be included on the NCB letter.

The NCB letter also referred to a 2020 incident. It said "*Third Party Hit Driver in Rear, Not At Fault, £1,500*". Mr B said there was no incident in 2020 and the correct date for that incident was 2018.

But Action 365 said that they hadn't made any mistake about the date but had just used information Mr B had given when he took out the policy via an online insurance comparison website, when he said that the incident was 2020. Mr B hasn't disputed that, or the suggestion that it was due to his mistake.

I have seen Mr B's insurer's Statement of Fact document dated 28 November 2022. The

Claim Details section includes a 2020 claim. That document is based on information Mr B provided. The Statement says clearly at the start that if anything is incorrect or incomplete, that Mr B should tell the insurer immediately. So as far as Action 365 were aware, that information was correct, and there was a 2020 claim. There's nothing persuasive to show that Action 365 should have known that the claim was 2018 and not 2020. Action 365 didn't know that until Mr B raised it with them after the NCB letter had been sent to the new insurer. So I can't say that Action 365 acted unreasonably here. And to try to help, Mr B has since been given a new NCB letter referring to the 2023 incident only.

As the investigator suggested, Mr B could explain the issue to his new insurer and ask them to adjust the policy premium to reflect his correct claims history. The new insurer has taken some action in that regard, but I can't comment on that insurer's actions, or those of Mr B's previous insurer, because this complaint is about Action 365.

I can see that the situation must be frustrating for Mr B, but I'm looking only at Action 365's actions here. I don't think that they have acted unreasonably and so I don't require them to do anything else.

My final decision

For the reasons given 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 B to accept or reject my decision before 28 October 2024.



Rosslyn Scott
Ombudsman