

The complaint

Mr T is a sole trader. He complains that PIB Risk Services Limited didn't pass on information to his insurer following claims on his motor trade policy or send him confirmation of his claims' history.

What happened

Mr T held a motor trade policy with an insurer, who I'll refer to as A. The policy was administered by PIB, who are the broker for the policy.

Mr T made three claims for accidental damage in 2021 and has complained separately to A about these claims. That complaint has been dealt with separately by this service and an Ombudsman has issued a final decision on the complaint about A. Mr T has complained that PIB didn't support him as it should have with these claims and that has caused him a detriment. Specifically, he's said PIB hasn't passed on information to A about the claims which Mr T had told PIB. Mr T also complained that PIB hasn't provided his claims' history even though he's requested it.

PIB issued a final response to Mr T's complaint and didn't uphold it. It said for two of the claims it hadn't been made aware of them until several months after the incident. But when it had been made aware it had passed on information in a timely manner and supported Mr T with any requests from A. For the claim PIB was notified of at the time of the incident, PIB said it had passed on information when it had needed to and also notified Mr T of the outcome of the claim. Due to this PIB didn't agree it hadn't supported Mr T as it should have. Unhappy with PIB's response, Mr T referred his complaint here.

Our Investigator reviewed the complaint and partially upheld it. He found that PIB isn't authorised to handle claims on behalf of A and that when PIB had been aware of the claims, it had supported Mr T and passed on information between Mr T and A. Our Investigator also found that Mr T didn't have anything to support that PIB had been provided information which hadn't been passed on. However, our Investigator found that PIB hadn't provided Mr T with his claims experience as there was an outstanding premium which needed to be paid. While there wasn't a dispute that the premium was outstanding, our Investigator didn't think it was fair to withhold the claims experience and asked PIB to provide it and pay Mr T £200 for the distress and inconvenience caused.

PIB accepted our Investigator's outcome. Mr T didn't, he said he wasn't happy with the outcome of his claims and didn't think £200 was fair compensation.

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.

Mr T has raised complaints about these three claims against A and PIB. As A and PIB are separate legal entities I'm only able to consider the actions of PIB in this decision. I can also see an Ombudsman's decision has been issued by this service on Mr T's complaint about A.

Claim support

I'll first address Mr T's complaint about PIB not passing on information to A about his claims as it should. PIB has said it's not authorised to claims handle for A but would support its customer with a claim if it's aware of one. PIB has shown it wasn't made aware of two claims until several months after the incident date. It's also provided copies of its internal notes and e-mails which show when it received information from either Mr T or A about these claims and when this information was passed onto the other party.

From reviewing these e-mails and internal notes I'm satisfied PIB has passed on information as it should. I say that as I can see it received the claim forms about one of the claims and then, within a matter of days, this was sent onto A. Furthermore, when A asked for information to validate a claim, PIB requested this from Mr T within a reasonable time as well. I've also noted that Mr T hasn't provided any e-mails or shown specifically which information he provided to PIB which it didn't pass onto A. And so, from reviewing the communication records provided not persuaded PIB has done anything wrong.

Claims history

I've also looked at the claims history not being provided. PIB confirmed this wasn't sent to Mr T as it said he owed money for the premium of the policy. Mr T explained that by not providing this his new insurance policy went up by almost £5,000 which meant it was unaffordable. I've reviewed the letter Mr T provided from his new insurer to evidence this and I can see it asked for an additional premium of almost £5,000. Within the letter it says this is because Mr T's no claims bonus (NCB) has been reduced to "Nil".

Mr T has now been provided with his claims experience and PIB has agreed to pay £200 compensation for not providing it sooner. I've considered Mr T's comments about his new insurance not being affordable and that he will now need to provide his claims experience to his new insurer to see if it affects the premium. When considering the compensation for this I'm satisfied £200 is fair and reasonable. I say this as Mr T has had three claims - and, while he disagrees with the outcome of those claims - I'm not persuaded that him not having the confirmation of his claims experience is the only reason his premium increased. I'm therefore not going to tell PIB to pay any more than it's agreed to.

My final decision

For the reasons explained above, my final decision is that I partially uphold this complaint. I require PIB Risk Services Limited to pay Mr T £200 for distress and inconvenience if not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 3 January 2025.

Alex Newman
Ombudsman