

The complaint

Mr S complains of the poor level service provided by Well Dunn Limited (Well Dunn) when it organised motor insurance cover on his behalf and that it unfairly cancelled his policies with the insurer.

What happened

In 2022 Mr S took out a motor insurance policy which was arranged through Well Dunn. He declared a motoring endorsement which was overturned two months after the start of the insurance policy. Mr S contacted Well Dunn to inform it of this. It updated its records, and another endorsement was found that he had not disclosed. The cost of his policy premiums increased due to this.

Mr S felt the increase was unfair and told Well Dunn he wanted to cancel his policy in February 2023. This was completed as per his request.

Mr S contacted Well Dunn again in April 2023 for a new quote to be completed. When asked Mr S advised he had a speeding endorsement against his name and also confirmed he previously had a TT99 motoring endorsement but advised this had been removed from his licence. A policy was obtained for him based on this information.

Following inception of this policy validation checks found inconsistencies in the information provided and that there were endorsements from 2019 and 2022 that were still active on Mr S's driving licence. When updating this information with his insurer it resulted in an additional premium being payable.

Mr S felt that Well Dunn should have been aware of his previous endorsements following the discussions which took place before the cancellation of his previous policy.

Mr S said he was provided with a poor level of service by Well Dunn. He said it failed to call him back on more than one occasion after agreeing to do so.

Well Dunn accepted it had not called him back as agreed. It said there was some confusion between departments and the manager call backs did not take place. It paid him £150 compensation as an apology for this.

Because Mr S was not happy with Well Dunn, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Well Dunn had acted in line with the terms of the policy when making the cancellations. They said the £150 compensation paid to him as an apology for the distress and inconvenience caused when Well Dunn did not call him back was fair and in line with what our service would recommend.

As Mr S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 S contacted Well Dunn in September 2022 and it obtained a motor insurance policy for him which was taken out in October 2022.

When giving Well Dunn the details required to obtain him a policy, Mr S disclosed he had a speeding endorsement. The policy was set up with the insurer based on the information provided.

I saw in November 2022 Mr S supplied a driving and vehicle licencing agency (DVLA) information share code, which highlighted further driving licence endorsements. It showed a *failure to give information as to the identity of a driver* endorsement (MS90) from February 2022 and a totting up disqualification from May 2019 (TT99). The new information was noted, but no actions were taken by Well Dunn at the time.

In January 2023 when Mr S contacted Well Dunn to advise that a speeding endorsement had been removed, it generated a new DVLA share code which confirmed the MS90 had been removed from his licence, but the TT99 still remained.

The up-to-date licence information was supplied to the insurer, who then applied an additional premium due to the rateable factors of driving endorsements.

Because Well Dunn didn't update the insurer when it became aware of the endorsements on Mr S's driving licence in November 2022, after it had conducted its validation checks, there had been no increases to Mr S's policy premiums. So it came as a surprise to him that his policy premiums had increased in January 2023.

Whilst I agree this was frustrating, Mr S had benefitted from lower premium payments prior to the policy being correctly updated. I have not seen any evidence of any disadvantage caused by Well Dunn to Mr S's policy with his insurer.

I listened to a call between Mr S and Well Dunn in February 2023, and he said he wanted to cancel his policy due to the increased amount. This was completed by Well Dunn at his request.

I'm satisfied the initial policy taken out was cancelled correctly and in line with Mr S's request. I do not uphold this part of his complaint.

Increase in second policy premiums

In April 2023 Mr S contacted Well Dunn and asked for it to obtain him a new motor insurance policy. He was asked if he had any motoring endorsements and he advised of a speeding endorsement (SP30). He said he previously had a TT99 motoring endorsement but advised this had been removed. A policy was then set up based on him having an SP30 motoring speeding endorsement only.

When Well Dunn checked this information with DVLA it confirmed an expired TT99 endorsement and a current MS90 endorsement from September 2022 was also found to be recorded. The speeding endorsement that had been reported by Mr S was not recorded on the DVLA record. When this information was passed onto his insurer an additional premium was applied for the MS90 and a refund was made for the SP30. However, overall there was an increase in premium payable.

I recognise that Mr S thinks Well Dunn should have known about his licence endorsements from the information on the previous policy, however the statement of fact document from the first policy was not updated to reflect the additional motoring endorsements, because the policy was cancelled, and they had not been fully disclosed by Mr S when the policy was first taken out. the policy was obtained using the information provided by Mr S in April 2023

Because the policy was set up based on the information Mr S provided to Well Dunn in April 2023, and was then found to be incorrect, I am unable to hold Well Dunn responsible for this increase in premiums by the insurer.

I do not uphold this part of his complaint

Customer service

I saw in June 2023 after Mr S made a complaint that Well Dunn contacted him to discuss it. Well Dunn said this call was ended by Mr S. Well Dunn failed to arrange a manager call back with Mr S multiple times. I accept this will have been very frustrating for him and meant he had to chase it on several occasions.

A manager called him back in September 2023. During this call I heard the manager trying to explain to Mr S that because the finance company were unwilling to offer finance any more in view of his behaviour towards members of staff. The call was ended by Mr S before Well Dunn's manager was able to give a full explanation. Well Dunn gave him a seven-day notice of cancellation, which is in line with the policy terms, and it was cancelled on 6 October 2023. I don't think it was unreasonable for it to do this.

Well Dunn offered Mr S compensation of £150 and an apology for any distress and inconvenience caused when it did not return his calls as agreed. I'm satisfied this compensation is fair and in line with what our service would recommend.

Therefore, I do not uphold Mr S's complaint and do not require Well Dunn to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 November 2024.

Sally-Ann Harding
Ombudsman