

## **The complaint**

Mrs W complains that BISL Limited provided a renewal quote to her, but then later said that they couldn't honour it. They also contacted her by phone when they should have contacted her daughter.

## **What happened**

Mrs W held a motor insurance policy BISL. Mrs W is represented in this matter by her daughter Mrs G as she has Alzheimer's disease. Mrs G has power of attorney and receives correspondence on Mrs W's behalf, and so has acted in this complaint on her behalf – so I will be referring to her where appropriate.

In March 2024 Mrs G received the renewal quote by e mail for Mrs W. She undertook a comparison search to see if she could find cheaper cover, and then rang BISL to discuss the quote and make a change, as Mrs W's husband had passed away and needed removing from the policy. BISL agreed to renew the policy for the premium in the renewal quote.

BISL then sent Mrs W a letter saying they couldn't honour the renewal quote . Mrs G raised a complaint about this, and BISL phoned Mrs W to discuss this. Mrs G didn't find out that they had contacted her mother direct until she rang them to discuss the complaint, so she is also unhappy about this and made a further complaint.

After Mrs G brought the complaint to us BISL apologised and offered £100 compensation for the distress and inconvenience caused. One of our investigators looked into the complaint, and he thought that BISL's offer was fair.

Mrs G disagreed with our investigator's view, and so the case has come to me to review.

## **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'm upholding this complaint and agree that the offer of compensation made by BISL is fair, and I'll explain why.

As BISL have agreed that mistakes were made, I've thought about what impact they had on Mrs W in determining if the offer they have made is fair.

Although I appreciate that these errors will also have had an impact on Mrs G, and she says she has spent a lot of time on the phone dealing with the situation, I can't take account of this as the rules that we have to use when we look at complaints only allow us to award compensation to "eligible complainants" - and in car insurance complaints this will be the usually be the policyholder, which in this case is Mrs W. The rules don't allow us to compensate for any impact on a representative, even if they have a power of attorney. So unfortunately, whilst I accept Mrs G was affected, it isn't something I can take into account.

## **The decision to refuse cover**

Mrs G has complained that during the call on 12 March 2023 the premium was confirmed, the policy was accepted and payment was agreed, so the contract had been put in place. I've listened to this call, and the call handler does say that the policy will renew as agreed.

However, it appears that this was a mistake, as during that call Mrs G advised BISL that Mrs W's husband had passed away, and his removal from the policy meant that the underwriters were no longer able to offer cover.

As incorrect advice was given by BISL, I would want them to offer some compensation - depending on the impact the error had.

I can see that BISL wrote to Mrs W the following day to explain that they couldn't offer cover any longer and Mrs W would need to obtain insurance elsewhere. Whilst I appreciate this would have come as a shock to Mrs W, as Mrs G may have told her that the policy was being renewed, the renewal of the policy didn't take effect until 31 March 2023, so there was plenty of time for her to obtain alternative quotes.

Mrs G has said that a letter shouldn't have been sent, as Mrs W may have thrown it away and been driving without cover. However, I can't take account of what might have happened, only what has actually happened. In addition, it's clear that this letter was seen by Mrs W and Mrs G, as a complaint was raised before the renewal date.

I also note that in the call with BISL on 12 March 2023, the call handler asks Mrs G if she wants the renewal documents sent to Mrs W by post or to Mrs G by e mail and she responds that they should be sent by post as Mrs W likes receiving mail. So I'm not satisfied that BISL have done anything wrong here, and if Mrs G was concerned about Mrs W receiving post, I think she would have said so when asked.

## **Contacting Mrs W directly**

In terms of the communication with Mrs W, BISL have explained in their final response that although they were told by Mrs G that Mrs W had developed Alzheimer's disease in December 2021, they didn't have a copy of the power of attorney on file, and there was no record of any discussions about only contacting Mrs G. The email on file was Mrs G's - and so she would receive any e mail correspondence, but the phone number was Mrs W's - and it was the only one on file.

It is normal for businesses to try to resolve complaints by phone, and so it is understandable that they contacted Mrs W using the only phone number they had. However, they accept that in hindsight, this may have been inappropriate given that they had been made aware of Mrs W's diagnosis, and that matters could have been handled better. So, in respect of the service issues BISL have offered £100 distress and inconvenience.

For the reasons given above, I'm satisfied that this is a fair offer given the limited impact on Mrs W, which was short term and didn't change the overall position, which was that BISL's underwriters were unable to offer cover.

I appreciate that Mrs G will be disappointed that I haven't increased the award, but I hope my reasoning explains why. If Mrs G wishes to accept the £100 award on her mother's behalf, she should let us know and we can arrange for BISL to make the payment.

**Putting things right**

BISL should pay Mrs W £100 compensation for distress and inconvenience.

**My final decision**

My decision is that I'm upholding Mrs W's complaint about BISL Limited and directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 18 November 2024.

Joanne Ward  
**Ombudsman**