

## **The complaint**

Mr L complains Adrian Flux Insurance Group Services mis-sold him a motorbike insurance policy.

## **What happened**

In August 2022 Adrian Flux sold Mr L a three-month motorbike insurance policy - provided by an insurer I'll call 'Insurer A'. The bike was registered in his partner's name. I refer to her as Miss L. The policy covered only him for use of the bike.

Mr L reports being arrested two or three times whilst using the bike in Spain. The bike wasn't registered on a Spanish insurance database. He says, around the time of these incidents he called Insurer A and/or Adrian Flux to explain the situation, including the bike being located in Spain. He says he was assured it would be fine, he just needed to show his insurance documentation and systems would be updated to show the bike as insured.

Around a year later Miss L received three fines by Spanish authorities - around 4,500 euros in total. These are said to be for the bike being used on Spanish roads, in August and September 2022, whilst not being registered on a Spanish database of vehicle insurance.

In 2024 Mr L complained to Adrian Flux. He was unhappy the bike hadn't been registered on the Spanish database. He feels he was mis-sold the policy as he had made it clear he would be driving in Spain. He asked for the bike to be registered on the Spanish system and Adrian Flux to help challenge the fines or for it to cover the fines.

Adrian Flux didn't register the bike on the Spanish database or pay the fines. It explained whilst the policy provided third-party cover when riding in Europe, Insurer A doesn't have access, or the ability, to add the bike to that database. It said the cover was provided by UK based Insurer A to insure the bike for use on UK roads for up to three months a year, with European cover provided as an extension.

Adrian Flux said it had sold the policy on a non-advised basis and hadn't confirmed at any point the bike would be registered on the Spanish database. It accepted it was aware, for the sale, of Mr L's intention to drive the vehicle in Spain. But it considered it to be the responsibility of the vehicle user to ensure insurance policies they purchase are suitable under the road laws of countries they are visiting.

Mr L took up Adrian Flux's offer to send a copy of the complaint response to the Spanish authorities. Unfortunately, that didn't persuade the authorities to drop the penalty actions. Mr L then referred his complaint to the Financial Ombudsman Service. He said he was mis-sold the insurance, being given the impression he would be ok to drive in Spain. To resolve his complaint, he asked that Adrian Flux either support his challenge of the fines or pay them.

Our Investigator felt Adrian Flux, as experts in insurance, should have informed Mr L it wasn't suitable or appropriate for him to purchase a UK based policy for a Spanish registered vehicle owned by a Spanish resident and therefore kept in Spain. He said it failed

to ask him about his use of the vehicle, and so advise him he would need to obtain Spanish insurance.

The Investigator also felt Adrian Flux had failed to disclose, when setting up the policy with Insurer A, key information about the where the bike was kept and owned. He said if it had provided appropriate information Insurer A wouldn't have accepted the risk. He concluded as a result of Adrian Flux's failings Mr L was falsely under the impression he had suitable cover for driving in Spain. To put things right he recommended it cover the cost of the fines and pay £750 compensation. As Adrian Flux didn't accept that proposed outcome, the complaint was passed to me.

I issued a provisional decision. I explained why I didn't intend to require Adrian Flux to cover the fines or pay any compensation. As my reasoning forms part of this final decision, I've copied it in below. I also invited Mr L and Adrian Flux to provide any evidence or comments they would like me to consider before issuing this final decision.

### ***what I've provisionally 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.*

*As this is an informal service I'm not going to respond here to every point or piece of evidence Mr L and Adrian Flux have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted. Having done so, with regret for the disappointment I know this will cause Mr L, I'm of the view that it wouldn't be fair for me to find Adrian Flux to blame for the fines being issued. So I don't intend to require it to cover them or pay any compensation.*

*As I understand it, the root cause of Miss L receiving fines, issued for its use in Spain ten days, four and eight weeks into the three-month cover period provided by Mr L's policy, was the bike not being registered on the Spanish insurance database. That, it seems, was necessary because it was a Spanish registered bike. I may be wrong here, but if it had been a UK registered bike there wouldn't have been an issue. The bike was insured, by Insurer A, for use on Spanish roads, subject to certain time limits. Insurer A, as a UK based insurer, was unable to register the bike on the Spanish system.*

*So I've considered if Adrian Flux was at fault for Mr L buying insurance that wasn't suitable for his needs. Central to that is deciding if it should have understood the bike wasn't UK based or registered.*

### **The sale**

*The policy was sold on a non-advised basis. That means Adrian Flux was required to provide clear, fair and not misleading information about the cover - so Mr L could make an informed choice. I'd also expect it to ask appropriate questions to allow it to understand Mr L's circumstances. But this must also be considered within the context of the method of the sale which occurred.*

*Mr L obtained an online quote. He followed it up with several phone calls to Adrian Flux. In four of those he gave his personal details. I refer to those in chronological order as 'Calls 1-4'. In Call 4 he agreed to the latest version of cover offered, with payment and sale taking place. In between Call 1 and Call 2, or possibly after Call 2, Mr L made an additional call. He didn't give his name. He was seeking advice from*

*Adrian Flux. I will call this 'Advice Call'. He was also sent policy documentation for his consideration. I've listened to a recording of each call. I will share the recordings with Mr L for his thoughts. I've provided a summary of the relevant parts of each.*

*Call 1 followed on from Mr K receiving the online quote. As far as I can tell there was no indication given in the online process of his bike being registered or located, or primarily used, in Spain. From the Call 1 discussion, at that point, it would be reasonable for Adrian Flux to understand Mr L's requirement to be for a standard 12-month policy for a UK purchased and registered bike, registered in his name, located at his UK home address etc. The only reference to any use abroad was a brief enquiry about the length of EU cover included. He was told 90 days cover is provided.*

*Call 2 took place about one hour after Call 1. Mr L explains he has been given a quote. He asks about making the policy 'international'. He says he would like to extend the 90-day EU cover if possible. Adrian Flux asks questions about his intentions - will he be coming back (to the UK) or will he be staying abroad. Mr L says he has a girlfriend (Miss L) in Spain, he might leave the bike abroad a bit longer, he might send it back. I think it's fair to say that he is vague about his plans.*

*He says he wants to know how long he can be covered for. There's some more back and forth about use of the bike abroad, work or pleasure etc. Adrian Flux unsuccessfully tries to extend the cover to 180 days. It explains it can offer 90-days maximum, with a requirement to return to the UK after 30 (so there isn't cover for 90 consecutive days).*

*The Advice Call happens either after Call 1 or Call 2. I can't be sure on that, but the exact timing of this call, after 1 or 2, isn't particularly material. What is clear it takes place on the same day. Mr L isn't asked his name and doesn't give it. He asks for advice, explaining he's had a quote. He explains he isn't sure buying a bike in the UK is the best thing for him, when he's planning on driving abroad. He wants to know if it's better to buy and insure one in Spain. Adrian Flux says it would be better to buy and insure one in Spain if he's going to Spain. That opinion is confirmed, in response to different points from Mr L, four times.*

*Call 3 takes place about ten days after the above three calls. In this call the policy Mr L eventually buys is arranged and offered. So the information given and asked for in this call is also important for the complaint. He starts by explaining he's a UK resident, with a girlfriend in Spain. He says he wants to buy a bike in her name and insure himself as a driver, asking if that's something that can be done.*

*Adrian Flux explains it can arrange short term cover, three months maximum, to enable him to ride someone else's bike. His previous quote is found. Mr L explains that quote was for a bike "matriculated" (Mr L's word that's usually used to refer to enrol in a college) in the UK. He explains he's changed the intended set up since obtaining that quote - ie he will now be buying the bike in Miss L's name and sharing it.*

*Adrian Flux asks if it needs to change the bike details. Mr L says it's the same bike. This is noted, with Miss L stated as the owner. Mr L is asked if he lives with her. He says he does when he's in Spain. He then provides a registration number for the bike. He's given a quote for third-party cover only. He asks for details to be sent so he can review.*

*Call 4 takes place later the same day. Mr L agrees to take out the cover. Adrian Flux runs through standard questions and takes payment. The only notable details are*

Mr L confirming the owner and keeper is Miss L and that the bike will be kept, when not in use, on his driveway.

#### my thoughts on the sale

Mr L initially approached a UK based insurance broker that arranges insurance for bikes on UK roads. That initial application, and quote provided, was for a fairly standard arrangement. A twelve-month policy, with a UK located policyholder, for commuting and leisure purposes etc.

I can't say what Mr L's initial intention was for the bike and the cover required. But by the time of Call 3 his requirements appear to be for a bike not based in the UK. His questions in the Advice Call indicate he was already thinking of that on the day of Call 1 and 2. Bearing that in mind, his explanation of intended use given in a later webchat with Adrian Flux, and his known use, it seems to me Mr L's plan was to purchase in Spain, a Spanish registered bike. He intended to use that bike in Spain throughout the majority, if not the entire period, of the three-month cover. It known, by the dates for the fines it was in use in Spain 10 days, four and eight weeks into the three-month cover period. In the webchat, which took place eight weeks into the cover he explained to Adrian Flux, in discussion about the sale of the policy, '...this bike is more for riding when I am here... (Spain)'.

Listening to the calls in sequence, and with knowledge of what happened, the various clues Mr L gives seem straightforward to piece together. These include his questions about use abroad, the reference to a bike being "matriculated" in the UK, the bike's registration number and his girlfriend, Miss L, in Spain.

But they really were just clues, which I'm only able to piece together to get a clear picture because my position of oversight lets me review all of the facts. That's not the position Adrian Flux was in when the cover was being arranged.

As Adrian Flux has said, Mr L provided small pieces of information over several calls. He didn't ever explain matters clearly or provide certain key information. He spoke to three or four, maybe even five, different advisers at Adrian Flux. They, quite reasonably, didn't have the benefit of listening to each call. Adrian Flux makes a reasonable point when it says Mr L wasn't clear about his intentions. He never said he was buying the bike in Spain, nor did he explain clearly that it was Spanish registered.

So, within each call and when the cover was finally arranged, I can understand why Adrian Flux didn't ask further questions that might have led to Mr L clarifying and sharing his plan with it to buy a Spanish registered bike in Spain, to use predominantly in that country and so on. Even the registration number, whilst not fitting the current UK pattern, wasn't so unusual as to be obviously foreign. As Adrian Flux has said many UK vehicles have unusual registrations - personalised or historic for example. So I don't consider it to blame for not understanding Mr L's plan nor realising it wasn't a UK based or registered bike.

As I've said Mr L didn't ever clearly explain his intention or plan - he never said he intended to buy, and use, a Spanish registered bike predominantly, if not exclusively, in Spain or abroad. I realise Mr L is not an expert in insurance but even allowing for that, I do think that when approaching a UK based insurer for cover he should have thought to make that clear.

I accept that brokers are experts in insurance matters. But just as there is some expectation for Mr L to act reasonably, the same kind of assessment has to fairly be applied to brokers. Which, broadly speaking, means that brokers can't be expected to foresee and, therefore, ask questions about every possible circumstance of use which a prospective policyholder might be thinking about.

*I think it's also important to remember here that Mr L was, after all, advised several times by Adrian Flux (during the Advice call) that it would be better to buy and insure in Spain if that was where he was going. Despite that, in Calls 3 and 4, subsequent to the Advice Call, Mr L purchased UK based insurance, without volunteering key information - including about the bike's country of registration and location.*

*Further, when Mr L began arranging this cover online before he made any of the calls to Adrian Flux, he said the bike would be kept at a UK address. During the subsequent calls 1-4 and despite the detail discussed in the Advice Call, he didn't correct that detail. Then, in the final call, Call 4, he stated it would be kept overnight on his drive - the same status as given initially online. That seems at odds with what I've found about Mr L's intention at the time of this sale activity and unlikely given what is now known of its location and use.*

*In addition, a statement of fact, provided after Call 3 for Mr L's review, noted the bike would normally be kept at a UK address. The same document requested he advise Adrian Flux of any incorrect information, warning the insurance may be invalid if he fails to do so. Mr L didn't correct that information, despite what is known of his intentions and the bike being at a different location for at least two-thirds of the cover. It seems likely he was aware from the day he purchased the policy that the bike wouldn't usually be kept at that given address. If he had corrected that information that might have been the piece of detail Adrian Flux needed to have come to realise the cover wasn't appropriate for him.*

*As it stands though, having considered all the calls and what happened, I'm not persuaded Adrian Flux failed Mr L during the sale of this policy. I appreciate I've set out a lot of detail here, encompassing a lot of detailed reasoning Mr L won't have seen before. It's only fair he has chance to consider what I've said. I will, of course, consider any comments or evidence Mr L provides in response to this provisional decision.*

*I accept I may have misunderstood events. But based on what I've seen and heard so far, it wouldn't be fair to find Adrian Flux to blame for the unfortunate situation he finds himself in. I consider it acted reasonably during the sale. I don't consider it provided misleading information about the cover.*

*It didn't, for example, say it would cover a Spanish registered bike based in Spain. Unfortunately for Mr L, I think it simply wasn't aware of the pertinent, important circumstances, and I don't consider it to be at fault for that lack of knowledge. To conclude I'm not currently persuaded it was at fault for Mr L buying unsuitable insurance.*

#### *enquiries following the incidents which led to the fines*

*Mr L said after each of his three incidents with Spanish police, leading to the fines, he called Insurer A or Adrian Flux to confirm the validity of his policy. He said he was assured the database would update shortly and the issue would resolve itself.*

*I've considered this because if Mr L was given misleading information by Adrian Flux following one incident, I might think that unfairly led to him continuing to use the bike, subsequently accruing further fines. In that instance I might require Adrian Flux to put things right for him. But, so far, I'm not persuaded that happened.*

*I asked Adrian Flux to check for any record of contact from Mr L on or around the dates of the three incidents. It checked its phone recording system, webchats and Mr L's records. It said on the date of the first incident Mr L accessed his space on its online portal. I presume that was to check his policy documents. But it had no record of a phone call. It didn't find a record of any contact at all on around the date of the second incident. There is a record of unanswered call, from Mr L's UK mobile*

*number, and a webchat on the date of the third incident. Adrian Flux didn't find any other records of contact from Mr L between the date of the policy inception, 4 August 2022 and 10 April 2024 – when he made contact as the fines were being enforced.*

*I've read the webchat, from the day of the third incident. It not certain from the content of the chat, but it seems likely it had happened after the third incident. He was told his insurance should be on the Spanish database. But as that was his only recorded contact with Adrian Flux, and Mr L incurred no further fines, I can't say it did give him misleading reassurances that led to a further fine.*

*If Mr L can provide evidence of other calls to Adrian Flux, I will consider it. Adrian Flux has said it will check for calls from any other numbers Mr L can provide. However, it's possible Mr L called Insurer A instead. If so, I can't consider any actions Insurer A took in this complaint against Adrian Flux.*

*For the reasons given, I don't intend to find Adrian Flux responsible for any of the fines being issued. So I'm not going to require it reimburse him or cover any of those costs. As I don't intend to find Adrian Flux to be at fault, during the sale or after the incidents, it follows that I also don't intend to require it to pay Mr L any compensation. I accept he's been very distressed by this experience, but I'm not persuaded Adrian Flux is reasonably responsible for that upset.*

## **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.

Adrian Flux accepted the findings of the provisional decision, but Mr L didn't. He provided a range of comments and some additional evidence. I'm not going to respond here to everything he provided, just the key points, but I've considered it all.

Mr L provided evidence that he initially intended to purchase a UK bike and take it to Spain, but his plan changed after being informed of the 30-day limit to ride abroad. I accept that was his initial intention. However, it doesn't make a significant difference.

The key issue is that he didn't clearly explain his revised intention or plan, in that he intended to buy, and use, a Spanish registered bike predominantly, if not exclusively, in Spain or abroad. As I've said I think that when approaching a UK based insurer for cover, and in light of what he had been told in the Advice Call, he should have done so.

Mr L has said he did, in one of the calls, clearly explain the bike is located in Spain. I appreciate that is how Mr L might interpret it, so I've listened to the calls again. Having done so, I don't agree that he did. I'm satisfied my summaries, in the provisional decision, set out what he told Adrian Flux in the calls.

Adrian Flux, according to Mr L, has been selective in the calls its provided - for both the sale and following the incidents. I'm satisfied it's provided all the relevant sales calls. I've no reason to believe there may be an additional sales call. The calls all seem to follow one another in regard to content, including Mr L's questions and developing needs.

I'm also satisfied there aren't any more calls, regarding post incident enquiries, Adrian Flux is withholding. It's checked its records, I've no reason to doubt what it says about the records of calls and contact. It provided the webchat's transcript - but as I've said I think that likely happened after the third and final incident. Adrian Flux offered to search under other phone

numbers if Mr L provided any. He hasn't done so. For these reasons I haven't, as he asked me to, requested Adrian Flux provide further call recordings.

Mr L's made various comments about the responsibilities and practices of firms selling insurance. I appreciate he's been very distressed by this experience and experiencing a difficult time personally, but I'm not persuaded Adrian Flux is responsible for that. It acted reasonably during the sale. I don't consider it provided misleading information about the cover. Unfortunately for Mr L, it simply wasn't aware of pertinent, important circumstances, and it wasn't at fault for that lack of knowledge.

To conclude I'm not persuaded Adrian Flux was at fault for Mr L buying unsuitable insurance. I don't consider it to be responsible for any of the fines being issued. That means I'm not requiring it reimburse him for the fines or pay compensation.

### **My final decision**

For the reasons given above, I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 April 2025.

Daniel Martin  
**Ombudsman**