

## **The complaint**

Mr E complains that the broker Business Insurance Solutions Limited trading as Vanline Direct (BIS) gave incorrect information to the insurer of his van insurance policy. This led to Mr E's policy being avoided by his insurer.

## **What happened**

Mr E bought a van insurance policy through the broker BIS. In January 2024 he made a mid-term change to the policy by phone and changed the vehicle he wanted to insure. He says he told the broker he wasn't the registered keeper of the van, but says BIS arranged continuation of the policy anyway.

In July 2024 Mr E made a claim under his policy to the insurer. The insurer discovered that Mr E wasn't the registered keeper of the van. It said it wouldn't have offered a policy to Mr E if it had known this. So the insurer avoided his policy and didn't deal with the claim. The insurer said it would look to recover the claim costs from Mr E which it was obliged to deal with from the third party claim.

Mr E complained to BIS. BIS didn't uphold his complaint. So Mr E asked us to look at his complaint.

One of our Investigators initially didn't uphold the complaint. Mr E disagreed. On review of further information, the Investigator said BIS had failed to manage Mr E's expectations during the claims and misrepresentation process. For this, the Investigator recommended BIS pay Mr E £150 compensation for the distress and inconvenience this caused. She maintained her view that BIS hadn't recorded incorrect information provided by Mr E when it arranged for the policy to be updated in January 2024, based on the information available to her.

BIS accepted the Investigator's view. Mr E disagrees and wants an ombudsman 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.

We asked BIS for a copy of the key call recording from January 2024. Unfortunately during an internal migration of its systems, BIS no longer holds a recording of the key call.

So in the absence of this, I've looked at the remaining available information to see if BIS acted in a fair and reasonable way when arranging Mr E's van insurance policy.

From BIS' notes of its contact with Mr E, they show that Mr E said he was the registered keeper of the van.

The policy documentation provided to Mr E on the same day sets out details of the information the broker has relied on when arranging the change to his policy.

I've looked at the wording provided, in particular the notice to Mr E to check the details carefully to check they are correct. The onus is on a policyholder to do this when he buys or changes an insurance policy. The key wording says;

*"Please check this form and ensure that the information provided is correct. You must take reasonable care to provide us with accurate information. If any of these details are incorrect, no longer entirely accurate or if you are unsure about them, then please advise us immediately by visiting [www.vanlinedirect.co.uk/myportal](http://www.vanlinedirect.co.uk/myportal) and selecting "Contact Us".*

*Incorrect information could adversely affect your policy, including invalidating your policy and claims being rejected and/or not fully paid."*

Under the Statement of Insurance, this records Mr E as the registered keeper of the van. So I think Mr E had the opportunity to check the details and contact BIS if anything wasn't correct when he received the policy documents.

It's clear however from subsequent contact between BIS and Mr E in August 2024 that BIS led him to believe it would resolve the situation with the insurer. This meant Mr E was under the impression his claim would be dealt with by the insurer and his policy would remain in force.

While I'm not upholding the complaint that BIS provided the insurer with incorrect information when it arranged the change to Mr E's policy, I find that BIS failed to manage Mr E's expectations by wrongly advising him it would resolve the matter with the insurer. BIS says it has taken action in relation to the agent(s) involved in this case. I'm satisfied from the information provided that BIS has taken the matter seriously.

I think BIS should compensate Mr E for the loss of expectation. In line with awards we give in similar circumstances, I think a fair compensation award is £150 for the inconvenience caused. I understand Mr E doesn't agree, but this award is for the disappointment caused, not for BIS making an error in the information it provided to the insurer in January 2024.

### **My final decision**

For the reasons I've given above, my final decision is that I uphold this complaint in part. I require Business Insurance Solutions Limited trading as Vanline Direct to do the following:

- Pay Mr E £150 compensation for loss of expectation.

Business Insurance Solutions Limited trading as Vanline Direct must pay the compensation within 28 days of the date on which we tell it Mr E accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Business Insurance Solutions Limited trading as Vanline Direct considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr E how much it's taken off. It should also give Mr E a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 8 April 2025.

Geraldine Newbold  
**Ombudsman**