

The complaint

Miss G complains that Adrian Flux Insurance Services Group (“Adrian Flux”) unfairly increased her premium for a second occupation and increased mileage allowance, under her motor insurance policy.

What happened

Miss G contacted Adrian Flux in August 2024 to increase the mileage allowance on her policy. During the call she explained she wasn’t working. So, the agent removed commuting from her cover. With the extra mileage there was an additional payment due for £651.79. Miss G explained she was potentially starting a new job tomorrow. She queried if commuting could remain on cover. She also explained she was still technically employed in her original job and could return to it if she chose to.

Adrian Flux’s agent told Miss G that she would need to confirm the cost when retaining the original occupation and adding her second job. The additional cost of this with the extra mileage was £1,157.24. Miss G says she told Adrian Flux’s agent she wouldn’t take the new job in light of the cost. But she was told the charges would be applied in seven days. This was unless she supplied evidence of her employment status from both employers.

Miss G says she didn’t hear anything further until the additional charge was collected from a relative’s payment card. It was subsequently arranged for this to be refunded. Miss G says she didn’t exceed her original policy mileage and cancelled the policy on 31 August 2024. But she says the debt was passed to a collector who is now in contact with her regularly. Miss G says she didn’t agree for either the occupation or mileage change to go ahead. She wants Adrian Flux to remove the additional charge and to compensate her.

In its final complaint response Adrian Flux maintained that its agent acted correctly. It says it received no notification from Miss G regarding either of her occupations. When she cancelled the policy the full premium was chargeable as she’d made a fault claim. It said it was willing to offer a six-month payment plan for the outstanding balance.

Miss G didn’t think she’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. She says Adrian Flux’s agents acted reasonably given the information Miss G provided about her occupations. When she didn’t provide the information it requested she says it acted fairly to apply the charge as previously advised.

Miss G didn’t accept our investigator’s findings, so the complaint has been passed to me 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.

Having done so I’m not upholding Miss G’s complaint. I’m sorry to disappoint her. I understand she’s found this matter distressing given the additional charge she’s been told to

pay. But I'll explain why I think my decision is fair.

For clarity, Miss G hasn't complained about the amount her premium increased by due to the mileage and occupation changes mid-policy term. The complaint I'm considering is that she didn't agree for Adrian Flux to make changes to her policy. As well as the payment it collected from her relative.

If Miss G isn't happy with the premium increase she must complain to her insurer. Her insurer is named on her insurance certificate. The insurer is responsible for these charges. Adrian Flux acted as broker and administrator for her insurance policy. Its role was limited to communicating and collecting the additional charges in this instance. Her insurer is responsible for the level at which the charges were set.

To understand whether Adrian Flux treated Miss G fairly I've listened to the call recording when she enquired about increasing her mileage allowance. The call lasts 32 minutes. Miss G asks for her mileage to be increased by 3,000 miles. She's asked why she needs to increase her mileage. She responds to say she's not working where she was before. She then confirms that she's unemployed. The agent says commuting will have to be removed as this is no longer applicable to the policy. She then confirms that the extra mileage and commuting change results in an additional charge for £651.79.

Two relatives are on the call with Miss G. Around 12 minutes in one of them explains that she's starting a new job tomorrow. Adrian Flux's agent is asked whether commuting can be left on the policy in light of this. The agent asks for details of the new occupation. It's subsequently explained that Miss G is also still employed in her original occupation. The agent updates the policy to reflect this. She then confirms the additional payment is now £1,190.14, This is inclusive of Adrian Flux's administration fee.

During the call Miss G says she won't take the new job as it's not worth it for the increased insurance premium. Adrian Flux's agent explains that Miss G will need to provide proof that she isn't taking the new job, and proof from her other employer that she remains employed. The agent says that if this isn't received in seven days the additional premium will be payable.

Miss G raises concerns that she won't be able to get hold of this information in seven days. The agent says she could ring her new employer and ask for an email confirming she wasn't taking the job. If this is going to take longer she's advised to ring Adrian Flux and consideration can then be given to her insurer allowing more time. Miss G explains that her other employer is closed for the summer. The agent says an extension for this information can be considered. She says Miss G should focus on getting the information from the new employer and refer back.

The call ends with Miss G saying she will call back within a week to let Adrian Flux know what's going on.

Adrian Flux says it didn't hear anything from Miss G and so applied the additional charge. I can see that it subsequently arranged a refund. This is because the payment was taken from a card that belonged to Miss G's relative. However, I can see that Adrian Flux had informed Miss G that this card would be used to collect the payment. This was confirmed in its correspondence dated 15 August 2024. That said, in the circumstances I think Adrian Flux acted reasonably when refunding this amount.

I've thought about whether it was fair for Adrian Flux to pursue Miss G for payment of the additional premium. I note she called it to cancel her policy at the end of August 2024. No premium refund was provided for the remaining term. But I can see from her insurer's terms

and conditions, under the cancellation section, that the full premium is retained in the event of a fault claim. Miss G had been involved in a fault claim during the policy year. So, it's fair that the full annual premium was retained. But as discussed I can't consider the insurer's premium increase, and whether this was fairly applied, in my decision about Adrian Flux.

Having considered the evidence I think it was made clear to Miss G on several occasions during the call that she was required to provide proof of her occupation status. She told Adrian Flux's agent that she would call back within a week to provide an update. However, I've seen no evidence to show Miss G did this. The agent told her the business would consider arranging more time if Miss G needed it. But again, I can't see that she made contact as she said she would.

I note Miss G's comments that she didn't agree to any changes being made to the policy. But I don't agree that this is what was discussed during the phone call on 7 August 2024. It was confirmed that the mileage would be increased, as this is what Miss G had asked for. Miss G didn't say this shouldn't go ahead. But rather told Adrian Flux's agent she would call back within a week.

Miss G gave conflicting information about her occupation(s). So, I don't think it was unreasonable for Adrian Flux's agent to want this to be verified. The agent explained that the occupation changes impact on the risk Miss G posed to her insurer. Because of the inconsistency in the information given, I think it acted reasonably when asking Miss G to provide a letter from her employers.

The terms of business document that was sent to Miss G makes clear that it's an offence under the Road Traffic Act to make any false statements or withhold relevant information in relation to obtaining insurance. Miss G told Adrian Flux she was unemployed. Then she said she was starting a job tomorrow. She then changed her mind when she understood the cost involved. After this Miss G says that she hadn't stopped working for her original employer.

I don't think Adrian Flux behaved unreasonably when it asked Miss G to provide the proof it did. It has an obligation to send accurate information to her insurer. Given the inconsistency in the information provided, I think what it asked was fair.

Having considered all of this, I don't think Adrian Flux treated Miss G unfairly when requesting the payment, it did. It gave Miss G notice of the card it would collect payment from. So, although it agreed to refund this amount, I don't think it behaved unreasonably or that it's unfair for it to pursue payment. This means I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

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

Mike Waldron
Ombudsman