

## **The complaint**

Mr W complains about the service provided and information given by his broker, Adrian Flux Insurance Services Group ('Adrian Flux'), when taking out a motorhome insurance policy.

## **What happened**

The background to this complaint is well known to Mr W and Adrian Flux. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr W took out a motorhome insurance policy through Adrian Flux in their capacity as a broker acting on his behalf. Following a flood and damage to his motorhome, Mr W made a claim under the policy. Mr W then raised several complaints about the actions of Adrian Flux when he'd taken out the motorhome insurance policy and other cover, including an excess protect product. He was most unhappy about the relevant excess on the motorhome policy (£2,000) and says he wasn't made aware of this at policy inception. He was also unhappy that the insurance premiums were paid by way of a credit agreement – which he says he was unaware of.

Adrian Flux responded to the complaints and, as Mr W remained unhappy, he referred them to our Service for an independent review. Our Investigator considered the overall complaint but didn't recommend that it be upheld. As the dispute remained unresolved, the complaint was then referred to me for a decision. I recently sent both parties a copy of my provisional decision and as the deadline for responses has now passed, I've considered the complaint for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

### *Responses to the provisional decision*

Mr W responded to my provisional decision with a number of points. Our Investigator has already shared the information we've relied on relating to his excess amount and the excess protect product. Mr W was also invited to provide any supporting evidence that undermined that information. He did provide some information - including a bank account snapshot showing payments to Adrian Flux, but that information doesn't change the outcome I'd intended to reach. Therefore, I find no fair or reasonable reason to deviate from my provisional decision.

### *The scope of my decision*

In my decision, I'll consider the service and information provided by Adrian Flux around the time of the motorhome policy inception. I'll also be considering the information given about the excess protect policy that Mr W took out.

This decision won't comment on the actions of Mr W's insurers (motor home or excess protect), or the actions of the credit provider.

Mr W has provided evidence that he took out an excess protection product. I can't advise Mr W on what to do, but given the large excess that is due as part of his motorhome claim settlement, it'd be in his best interests to consider speaking to the insurer of the excess protect policy about making a claim - once settlement is reached on his motorhome policy.

The underwriter of that policy is different to the underwriter of the motorhome policy. In their final response letters dated 19 August 2024 and 11 November 2024, Adrian Flux explained what Mr W would need to do to make a claim against his excess protect policy. More details can be found here: <https://customers.adrianflux.co.uk/claims/vehicle-excess-protect/>

### *My key findings*

- Having carefully listened to relevant call recordings and considered the information provided during those calls and afterwards, I'm satisfied that Mr W was made aware by Adrian Flux that a £2,000 policy excess was applicable to any claim (accidental damage, fire and theft) made under his motorhome policy. For example, the excess was discussed at many points during the various calls Mr W had with Adrian Flux and he also questioned it on more than one occasion. The excess was also sufficiently outlined in Mr W's policy schedule. On 29 November 2023, an adviser explained to Mr W that it was high because; *"you're living in it full time...there is a £2,000 excess on the policy"*.
- Mr W disputes knowing that his policy was paid for by way of a credit agreement, but I'm satisfied Adrian Flux made him aware of this during relevant calls and this was also confirmed in writing to Mr W afterwards. Any issues around the terms of the credit agreement, or the impact of non-repayment of the credit would need to be directed to the third-party company that provided the credit here.
- Some of the information about the excess protect policy could have been made clearer to Mr W given his general queries about how much he'd need to pay in the event of a claim. Adrian Flux also haven't provided the sales call during which this product was initially taken out on 15 November 2023.

In a call with Adrian Flux on 1 December 2023, Mr W queried the £2,000 policy excess and his previous arrangement to have two excesses of £750 each. The adviser looked into this issue and she told Mr W (in summary) *"You don't pay the £2,000.... You're not liable to pay it..."* This is incorrect, as I've referred to the relevant terms and Mr W was still liable to pay his policy excess of £2,000 first – but he would then be able to make a claim to be reimbursed the excess following the settlement of any motorhome claim.

Previous to this, he was given correct information by another Adrian Flux adviser on 30 November 2023. He was told *"it is the £2,000 in one on there....if you'd paid your excess of £2,000...you could get that reimbursed once..."*

I've thought very carefully about whether this failing (1 December call) has caused detriment to Mr W, alongside the overall information given to Mr W. Based on what I've seen, his third-party insurer didn't charge him an excess and instead intends to

deduct it from his claim settlement. On balance and in the very specific circumstances of this complaint, I'm satisfied that Mr W hasn't suffered any financial detriment because of the information he was given about the excess protect product – as he didn't have to pay his excess upfront for the claim to progress.

Adrian Flux should take note that if the third-party motorhome insurer insisted on the excess upfront and this delayed the claim, I may have reached a different outcome on this part of the complaint.

On balance, the service provided by Adrian Flux may not have met Mr W's expectations, but I don't find it poor to the extent that financial compensation would be fair, reasonable or proportionate.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 May 2025.

Daniel O'Shea  
**Ombudsman**