

The complaint

Mr Q complained that Carole Nash Insurance Consultants Ltd (CNI) told him he could freeze payments under his car insurance policy when he sold his car. Mr Q complains he was subsequently charged a default payment fee and a negative credit marker has been recorded against him.

What happened

Mr Q contacted his broker, CNI in September 2024 by phone to say he had sold his car and asked if he could suspend payments or freeze his policy until he bought a new car.

Mr Q said he was told this was possible. So he wasn't expecting the credit provider to attempt to collect a premium the following month under the policy. As a result, Mr Q says he had had a negative credit marker against his record.

In November 2024 Mr Q complained to CNI. CNI didn't uphold his complaint. It said it had no evidence of Mr Q being told he could freeze or suspend payments. From the recording of the call he made in September 2024, the agent told Mr Q this wasn't possible – he could only cancel the policy. Mr Q didn't cancel the policy in this call.

In November 2024 CNI arranged for Mr Q's policy to be cancelled.

Mr Q asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld. He didn't find CNI had done anything wrong.

Mr Q didn't agree. He wants CNI to contact the credit provider to remove the credit marker as he believes it shouldn't have been added.

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've listened to the key call where Mr Q called CNI on 9 September 2024 to say he'd sold his car and asked if he could freeze or suspend payments under the policy until he bought a new car. The agent told Mr Q this wasn't possible and Mr Q could cancel the policy. The call ended after Mr Q asked about his No Claims Bonus.

CNI checked to see if there were any other calls to discuss the matter as Mr Q suggests, but there is no record of this – and Mr Q hasn't provided evidence of any other calls.

I haven't seen any evidence of a negative credit marker against Mr Q's name. But if the credit provider has applied one, this wouldn't be unreasonable where there was a default payment under the credit agreement.

I don't think CNI did anything wrong. Mr Q didn't cancel the policy in the call on 9 September 2024. When he called CNI in November 2024, after the defaulted payment, it arranged for the policy to be cancelled. So I'm not asking CNI to contact the credit provider to change

anything.

Mr Q says he didn't receive proof of his No Claims Bonus (NCB). Although this wasn't part of his complaint which NCI responded to, the Investigator asked CNI about this. CNI provided a copy letter dated 16 December 2024 to Mr Q confirming his NCB proof.

Mr Q told the Investigator he disagrees with the number of years quoted on the NCB proof letter. This isn't something I can reach a decision on as Mr Q will need to contact CNI about this first. If he remains unhappy with the response, he can raise a new complaint.

My final decision

I'm sorry to disappoint Mr Q. But for the reasons I've given above, 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 Q to accept or reject my decision before 6 August 2025.

Geraldine Newbold
Ombudsman