

The complaint

Mr M has complained that Adrian Flux Insurance Services Group trading as Sterling Van Insurance Services ('Adrian Flux'), an insurance intermediary, overcharged him by £199 when he took out his new commercial vehicle insurance policy.

What happened

Mr M took out a commercial vehicle insurance policy through Adrian Flux in March 2023. A few days after he took the policy out, Adrian Flux told him that it couldn't find his vehicle model and that the policy was taken out on the wrong vehicle. It said this wasn't Mr M's fault so it would issue him with a full refund, but it said it had to arrange a new policy for him. A new policy was found but it cost more than double than the original policy which cost £798.25. Mr M said he was told his new policy would be based on a zero no claims discount (NCD) due to past claims he had on his record. But he said that he was told once he had confirmation of his NCD from his previous insurer, his 14 years NCD would be reinstated which should reduce his premium. Mr M said once his NCD was confirmed there was no refund issued to him.

Mr M was unhappy with Adrian Flux because he said it charged him £199 more than he was originally quoted. And he also said his NCD should not have been zero.

Adrian Flux responded to Mr M and said that his NCD for 2023 was based on 14 years. When it processed his proof of NCD it confirmed he had 10 years available to use so it updated his policy but the premium didn't change. And based on this his premium for 2024 was based on 11 years NCD.

Mr M then brought his complaint to our service. He said that he was still unhappy about the extra £199 charge and about the fact that despite his NCD being confirmed, he received no refund.

While the complaint was with our service, Adrian Flux confirmed that a £495.41 refund was being processed for Mr M due to the fact that a claim from November 2022 which was still on his record was now closed as non-fault. It confirmed that Mr M's NCD was never reduced and he always received a 64% discount due to it. It said the additional £199 Mr M has mentioned was made up of £100 for the arrangement fee and £99 for breakdown cover.

One of our investigators reviewed the complaint but didn't think Adrian Flux had to take any further action.

Mr M didn't agree and asked for an ombudsman's decision. He said that the extra £199 was never explained to him and it wasn't in the documentation he received. He provided a

document from Adrian Flux which said his NCD was zero. He said that he didn't think the £495.41 refund he received amounted to 64% of the premium. He said the refund should have been around £1,400.

Our investigator obtained a copy of the sales call. He said in the call the premium quoted was £2,194.97 not £1,995.97 as Mr M believed. Our investigator said that Adrian Flux said the premium included a £100 fee and breakdown cover. And that these fees were also in the policy documents Mr M was sent. He reconfirmed that the premium was based on 14 years NCD and didn't think Adrian Flux had to take further action.

Mr M agreed about the £199 discrepancy though he said he had never received the policy documents. But he didn't agree about the NCD. He said that his other premiums, before and after this one were much lower which suggested that his NCD was not taken into account.

Our investigator didn't change his view and the matter was passed to me to decide. Before I proceeded with my decision, I asked our investigator to provide Adrian Flux with a copy of the document Mr M had supplied showing he had zero years' NCD. I also noted that there were two open claims on Mr M's record when he took the policy out; one from October and one from November 2022. I asked if they were still open and if not, if they were closed as fault or non-fault.

Adrian Flux said the November 2022 claim is open but considered non-fault and marked as NCD allowed and regarded as closed because the circumstances are non-fault. And the October 2022 claim was closed as a fault claim (NCD disallowed).

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.

The £199 fee

Mr M was unhappy about the cost of his premium and felt he had been overcharged by £199. When Mr M complained to us he provided his policy documents including his policy certificate which said his total premium was £1,995.97. However, he was charged £2,194.97. I have considered the documents Mr M provided and I understand why there was some confusion. The documents he relied on were documents issued by the insurer and these did not include the fees charged by Adrian Flux, who the policy was taken out through. And I also note that the breakdown cover was provided by a different insurer and therefore wouldn't be included in the motor insurance price.

Adrian Flux has provided us with copies of the documents it said that it sent to Mr M when he took the policy out. These included some of the documents Mr M sent to our service and also a cover letter and details of all the policies including the breakdown cover and legal expenses cover. The documents were addressed correctly and on balance I think Adrian Flux did enough to ensure they were received. And within those documents the £100 fee and also £99 cost of breakdown cover are both included.

I have also listened to the sales call and note that the price quoted was £2,194.97. The

adviser Mr M was speaking to also clarified that the quote included Adrian Flux's £100 fee and she also confirmed that breakdown cover was included.

In the circumstances I don't think Adrian Flux acted in a way which was unfair or unreasonable. And I don't think any of its actions contradicted what it said in the initial call.

The NCD

During the sales call Mr M mentioned that there were two outstanding claims on his record. He said the November 2022 claim was a hit in the rear accident which he wasn't at fault for. The adviser told him because he had two outstanding claims, his NCD could not be protected but that he still had 14 years. The adviser also said that unfortunately the policy he had taken out was for the wrong car model and that his car model wasn't acceptable to that insurer. But she said she would issue a full refund and find another policy for him. The adviser said that with two outstanding claims his premium would be over £2,000, including breakdown cover. Mr M agreed to pay the difference between the old premium and the new one which came to £1,397.60. but he was told the open claims were still impacting his premium.

While the complaint was with our service, Adrian Flux confirmed that the November 2022 claim would be changed to non-fault. It said this led to a £495.41 refund to Mr M. It issued a cheque for this amount in December 2024. Mr M said he didn't believe this represented a 64% discount he was entitled to by having 14 years' NCD.

At this point I think it is important to clarify that the refund Adrian Flux issued was due to the November 2022 claim changing from fault to non-fault. It was not related to Mr M's NCD. As Mr M was told when he took the policy out, his premium was based on 14 years NCD but the price was being impacted by the two open claims. So, it makes sense that when one of the claims changed to non-fault this would reduce his premiums and lead to a refund.

Adrian Flux has provided evidence to show that Mr M's premium was calculated on 14 years' NCD. I appreciate Mr M shared a document which said that his NCD was zero. Based on the evidence I have seen I think this was likely a mistake and I am more persuaded by Adrian Flux's evidence and further clarifications that the NCD was not zero at any point. And the refund Mr M received didn't amount to the 64% discount Mr M was expecting because this was already in place when he took his policy out. And also, as I said above, because the refund wasn't related to a change in his NCD but in an open claim being changed to non-fault.

I appreciate Mr M will be disappointed with my decision but for the reasons I have given above, I don't think Adrian Flux has to do anything more. If Mr M is unhappy with the price of his premium and how it was calculated, or with how the refund for the non-fault accident was calculated, this is something he can raise with the insurer.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 August 2025.

Anastasia Serdari
Ombudsman