

The complaint

Mr S complains about BISL Limited's administration of his motor insurance policy.

What happened

Mr S had a motor insurance policy that was administered by BISL. In July 2023, he was involved in an accident with a third-party. He notified BISL of this without making a claim.

Mr S previously raised complaints about BISL, including how it recorded details of his notification. A final decision was issued on that complaint by another Ombudsman at the Financial Ombudsman Service.

Mr S complained to BISL in around March 2024, after he received contact from the insurer of his motor insurance policy, who I'll refer to as W, despite him asking that no further contact was made. He also complained that BISL hadn't responded to his request for information about who BISL had spoken to at W.

BISL issued a complaint response in April 2024. It said it was not responsible for W's actions. It agreed there had been a short delay in responding to Mr S's request for information, so it paid him £20.

Mr S remained unhappy. He said the issue was caused by BISL's mismanagement and delays. He was unhappy with the compensation offered.

In August 2024, Mr S took out a new insurance policy with another insurer. This policy was also administered by BISL.

BISL wrote to Mr S in August 2024, to say it checked the Claims and Underwriting Exchange (CUE) and noticed a difference between the information Mr S provided when he applied for the new policy, and the information recorded on CUE. It said there were details of two claims for the same exact date, and it proposed an increase of £58.82 to Mr S's premium.

Mr S replied to BISL to clarify the information and BISL agreed to proceed with the policy without any additional premium. This included a refund of the £7.49 Mr S was initially made to pay when BISL changed the claim information to a notification only. BISL paid Mr S £15 compensation in August 2024, and confirmed to Mr S in writing, his claim was recorded as notification only.

Mr S complained about the impact of BISL's actions on his August 2024 renewal.

BISL issued a further complaint response in September 2024. It accepted following Mr S's contact in August 2024, it recorded the information as a non-fault claim, rather than notification only, resulting in an initial increase in the premium. It accepted it provided poor service and paid Mr S £25 compensation. BISL also provided evidence to show it paid Mr S a further £25 compensation, later in September 2024.

Mr S referred his complaint to the Financial Ombudsman Service. He said BISL failed to recognise the CUE information was incorrect, and the issues were caused by its actions. He

was unhappy with the compensation it paid and he felt there was still incorrect information recorded by BISL, based on his policy documents. He said BISL's actions impacted his August 2024 premium, as his quotes could have been lower if BISL hadn't recorded incorrect information.

The Investigator looked into Mr S's complaint. They said the £20 it offered for the issues relating to W was fair, but BISL wasn't responsible for W's actions. They also said the total compensation BISL had paid for its actions in August 2024 was fair.

Mr S didn't agree. He said BISL didn't take responsibility to notify W of the incorrect details it recorded, and it should compensate him for the inconvenience and stress of him having to resolve matters directly with W. He maintained there was evidence BISL was still recording information incorrectly, and its actions meant he was quoted a higher premium when seeking quotes in August 2024.

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 should first set out that I acknowledge I've summarised Mr S's complaint in a lot less detail than he has presented it. Mr S has raised a number of reasons about why he's unhappy with BISL. I've not commented on each and every point he's raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Mr S, however, that I have read and considered everything he's provided. This includes Mr S's submission following the Investigator's findings.

As outlined above, another Ombudsman at the Financial Ombudsman Service has issued a decision under another complaint. In that decision, they decided it was fair for BISL to record the incident as non-fault on its system, and it didn't cause financial loss for the policy taken out in August 2023. Because that decision was final, I won't look into the same points they decided on. Instead, I will focus on BISL's actions following the matters addressed under that decision.

Notifying W

Mr S is unhappy with the time it took BISL to notify W of the incident he reported.

BISL has told our service, and it was confirmed by W, that BISL notified W of the incident in March 2024. And when BISL notified W of this, it made it clear to W, Mr S was not wanting to proceed with a claim.

From what I've seen, BISL appears to have provided W with correct information, so I can't hold BISL responsible if W acted unfairly or unreasonably based on that information. I think BISL treated Mr S fairly in providing the above information to W.

The evidence I've seen also shows in March 2024, BISL told W to ensure Mr S was not contacted again. I've seen call notes to show W confirmed it had removed Mr S from the relevant mailing lists, and no further emails and texts were to be sent to Mr S. In doing so, and in making it clear to W, Mr S didn't intend to make a claim, I think BISL provided clear and accurate information. So I don't consider it fair to hold BISL responsible for W's decision to contact Mr S in relation to a potential claim.

I also don't consider that BISL is required to provide Mr S with a separate contract for his

agreement with the insurer. I consider the documents Mr S received when he took out the policy, made it clear overall what BISL's responsibilities were. And I don't consider the documents suggested BISL was responsible for W's actions as the insurer.

I've explained later on in this decision why I don't consider the time BISL took to notify W caused Mr S any loss.

Information on CUE

BISL has explained that it can't add or amend information on CUE. Given that BISL isn't the insurance provider, I'm satisfied this is likely the case. So I'm not persuaded it recorded the disputed information on CUE. I think information on CUE was likely added by Mr S's insurer, and/or the third-party's insurer from the date of the incident.

W confirmed to our service it was notified of the incident in March 2024, with the information being about a 'notification only' claim for July 2023, with no payment made and Mr S's no claims discount (NCD) allowed. With this in mind, and what I've said about the information BISL provided to W, I don't consider BISL was responsible for the incorrect information recorded on CUE.

Information recorded by BISL

I can see BISL confirmed to Mr S in writing, in August 2024, that his claim was now recorded on its own records as notification only. It confirmed this again in September 2024.

It does accept it initially recorded information internally, in August 2024 about a 'non-fault' claim. It accepts it should have amended the information it recorded internally at the time, to show there was one incident, and this was a notification only. And it accepts its agent didn't take the correct action to begin with even though it had the necessary information. I think this would've caused Mr S some avoidable distress and inconvenience.

BISL however, is unable to confirm what caused the error resulting in two claims on CUE. But because I don't consider it likely BISL recorded information on there, and because I think it provided accurate information to W, I don't consider it responsible for the incorrect information recorded on CUE.

Impact on premium

Mr S feels that BISL's recording of information impacted his quotes in August 2024, when he was looking for a new policy. He feels the picture BISL presented to its panel wasn't accurate.

I've reviewed the welcome documents Mr S received in 2024, which includes a section for '*details of all claims, accidents, thefts or losses regardless of blame in the last 5 years*'. I think this means it would include details also of Mr S's incident in July 2023, involving the third-party, even if a claim wasn't made. The details under this section include Mr S's name, the correct date of July 2023, and a description of 'accident damage'. I can't see this information is incorrect, and I can't see that the details point to there being a claim as opposed to an accident. BISL told Mr S in October 2023 the information on the policy documents is correct, and for the reasons outlined above, I agree. So I'm not satisfied this evidence shows BISL recorded the information incorrectly when Mr S took out the policy in August 2024, or that it is continuing to do so.

In addition, BISL said Mr S took out the policy online. So I think the quotes he received were likely based on the information he provided. And because he was likely asked about details

of all accidents (not just claims), I think it was likely he disclosed details of the accident, and the quotes he received were based on this. I've not seen evidence to persuade me BISL's actions led Mr S to disclose details of a claim, when he was aware he'd not made a claim.

So overall, I'm not persuaded that BISL's actions caused Mr S to receive higher quotes than he'd otherwise have received. It follows that I'm not persuaded the delay in BISL notifying W of the accident, caused Mr S any loss.

Compensation

BISL has accepted it got some things wrong. As well as its failings in August 2024, as outlined above, it accepts there was delay in responding to Mr S's request for information in March 2024. And the evidence I've seen shows its actions did lead to Mr S initially being asked for and charged an additional premium, albeit any additional amount Mr S paid was promptly refunded. As a result, AXA accepts it provided Mr S some poor service overall, and having reviewed the evidence, I agree with this.

Overall, I'm satisfied there were some mistakes BISL was responsible for, that had some impact on Mr S. But I consider the total compensation it already paid Mr S in recognition of this is fair, so I won't direct it to do anything else.

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 S to accept or reject my decision before 29 July 2025.

Monjur Alam
Ombudsman