

## The complaint

Mr G and Mr G complain about how PIB Risk Services Limited administered a commercial vehicle insurance policy.

## What happened

Mr G held a commercial vehicle insurance policy arranged and administered by PIB. Mr G was a named driver on that policy. For ease of reading, I'll refer to the policyholder as Mr G and the named driver as Mr G2.

Mr G and Mr G2 complain that Mr G2 was removed from cover without his knowledge. They say Mr G2 only realised he's been removed from cover when he received a fine for driving uninsured.

Mr G also complains about the cost of the policy, he's said he's had to pay over £3,800 for a policy he thought would only be costing him £2,900. He's said the payments were taken from Mr G2, despite him being removed from the policy and both Mr G and Mr G2 think that's unfair.

PIB said Mr G wasn't ever removed from the policy. He was on it as a named driver from when it began to when it lapsed. It said it was prompted by the insurer in February 2024 to get confirmation of the address the vehicles on the policy were kept. It's said this is why it contacted Mr G, but says it never removed Mr G2 from cover.

PIB said it never confirmed which of the vehicles Mr G let it know he wanted cover for, were covered. It said the underwriter of the policy only agreed to cover vehicles kept at Mr G's address, which not all of the cars Mr G said he wanted cover were. It said it was clear in the documentation it sent – that only vehicles owned by the policyholder, Mr G were covered by the policy. It said it's got no record of being told that any of the vehicles Mr G wanted to be covered by the policy were owned by anyone other than himself.

In relation to the monthly instalments taken from Mr G2's account, it said this is how the policy was set up, and that while not common, it's not unheard of that someone other than the policyholder pays for the policy.

It said Mr G's policy did cost roughly £2,900 (what Mr G thought it did). But it said it was paid for in monthly instalments, and a loan was taken out to do this. It said the total cost of the loan was £3,149.18, and on top of that, two £70 mid term adjustments were made. It said it's no record of Mr G paying the £3,874.94 he's said he's paid.

PIB thought the documentation it had sent was clear in what the policy covered, but acknowledged that had it been clearer that the underwriter wasn't insuring some of the vehicles Mr G said he wanted insuring, it's likely that Mr G2 wouldn't have been driving it uninsured.

It said to put things right it would pay £1,500 compensation. It said this was made up of refunding all the mid-term adjustments (£200), covering the £100 fine Mr G2 got and the

remainder consisting of compensation acknowledging the trouble and upset caused.

Mr G and Mr G2 didn't think this was fair and wanted a further £1,000 compensation so they brought their complaint here.

Our Investigator didn't think it should be upheld. Ultimately, they thought what PIB had done to put things right was fair and reasonable. They said they too had no evidence of Mr G or Mr G2 paying a higher amount.

### **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 it. I understand this won't be the answer Mr G and Mr G2 were hoping for. I'll explain my reasoning.

A key question here I need to answer is "Is PIB responsible for Mr G2 being fined for driving without insurance?".

The answer to this, I'm satisfied, is yes, in part.

I agree the documentation is clear in that only vehicles owned by Mr G would be covered by the policy. I also haven't seen any evidence to show that either Mr G or Mr G2 told PIB that Mr G2, not Mr G owned any of the vehicles.

That said, Mr G gave PIB a list of cars he wanted covered by the policy. The underwriter of the policy didn't agree to insure all of these, only the ones kept at Mr G's address.

PIB didn't tell Mr G or Mr G2 this, and they only found out when Mr G2 was fined for driving without insurance (presumably, although not made explicitly clear in a vehicle Mr G asked to be covered that Mr G2 owned and was being kept at an address other than Mr G's).

So had PIB done what it should have done in terms of communicating which of the vehicles the insurer was covering, I think it's likely Mr G2 would have sourced alternative insurance for the vehicle he was caught driving uninsured in and therefore wouldn't have been fined for driving without insurance.

But I'm satisfied the compensation PIB has offered is fair and reasonable. I've not been provided all the detail of the effects this had on Mr G2. But PIB has covered the fine he had to pay and paid £1,200 compensation on top of that. That's similar to what I'd have recommended had it not offered anything. And it's in line with similar awards we've made in similar circumstances. It takes into account the distress of finding out you're uninsured and fined, as well as the inconvenience associated with arranging insurance afterwards, often at a higher price.

In relation to what Mr G (or rather what Mr G2) paid for the policy. The premium was the amount Mr G thought it was. The additional amount is made up of interest on the loan taken to pay for the policy (not given by PIB) and two mid-term adjustment charges of £70 each.

I understand Mr G and Mr G2 say they've paid more, but I've not seen any evidence to support this.

I can see too that the mid-term adjustments have been refunded (as part of PIB's offer of compensation) along with a third one it said never should have been charged. I'm satisfied

that was a reasonable thing for PIB to do.

**My final decision**

For the reasons set out 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 G and Mr G to accept or reject my decision before 15 August 2025.

Joe Thornley  
**Ombudsman**