

The complaint

Mr P complains that Right Choice Insurance Brokers Ltd (RCIB) charged him for a motor insurance policy that included his wife as a named driver, but didn't provide cover for her.

Mr P's been helped to bring this complaint by a relative. But for ease of reading I'll refer to the relative's comments as being Mr P's.

What happened

RCIB is an insurance intermediary. That means it sells policies and may help with their administration. But it doesn't provide the cover itself. That is the responsibility of the insurer which underwrites the policy.

In 2023 RCIB sold Mr P a motor policy providing cover from August 2023. There were no other drivers covered on that policy.

In July 2024 RCIB sent Mr P an invitation to renew his policy (providing cover for him alone) for a premium of around £1,100 for the year. Mr P's wife, Mrs P, looked online and ran quotes via a comparison website. Having done so Mr P bought a new policy from RCIB for a premium of around £997. Mr and Mrs P believed that policy also covered Mrs P as a named driver.

In September 2024 Mrs P was driving the car insured on the policy when she was involved in an accident. The police later told her she wasn't insured.

Mr P spoke to RCIB. He said that his wife had run quotes on the comparison site including herself as a named driver. He said that was the policy he paid for. But the policy RCIB provided didn't include cover for his wife.

RCIB dealt with the matter as a complaint. It made enquiries of the comparison site's provider. Having done so, amongst other things, it told Mr P that the quote he'd 'clicked' through to buy from RCIB didn't include a named driver.

Mr P made a subject access request (SAR) to RCIB for it to provide all of the personal information it held about him.

Mr P wasn't satisfied with RCIB's complaint response and brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think RCIB needed to take any further action. Mr P didn't agree with our Investigator's assessment of the complaint, so the matter's been passed to me to determine.

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.

Mr P believes very strongly that the quote his wife clicked on to buy was for the premium he paid. That is he paid for a policy with identical details to the quote, which he says included his wife as a named driver. But he's provided no compelling evidence, beyond his remarks that support that position.

Mr P has shown us screen shots of a quote which included his wife as a named driver. But Mrs P ran a number of different quotes from the comparison site that had various different

details on them. Some of those included her as named driver and others didn't. And the screen shot Mr P's provided doesn't show it was for the policy that Mrs P clicked through to buy.

Further, RCIB made enquiries of the comparison site provider. It confirmed that while Mrs P had run quotes which included herself as a named driver, the policy she clicked on to buy did not include cover for a named driver. So it wasn't a like-for-like quote for the one which included cover for Mrs P as a named driver. It was also not the same policy as the renewal quote, which, in any case, did not include Mrs P as a named driver. It follows that the quote Mr P actually paid a premium for did not include cover for Mrs P as a named driver.

I note that RCIB advised Mr P he could make a SAR to the comparison site provider. That was so he could ask for details of the quotes Mrs P had run, which would show details of all the quotes, including the one that she'd clicked through and then bought on Mr P's behalf. It's not clear if Mr P has done that, but, if he has, he hasn't provided the evidence to show that the quote for the premium he paid included Mrs P as a named driver.

I'll add that after selling the policy RCIB sent Mr P the policy documents which set out details of the cover. Those documents do not mention cover for Mrs P or any other named driver. The letter sent with the documents said Mr P should:

"make sure that you thoroughly read and check all the documentation we send to you as soon as possible to enable any mistakes to be quickly rectified."

I don't know to what extent, if at all, Mr P checked those details. But I think there was an opportunity for him to identify at an early stage that the policy didn't cover Mrs P. And he could have taken action to rectify that. But he didn't do so and I don't think that's RCIB's fault.

Mr P's also said that when RCIB replied to his SAR it did not include the correspondence with the comparison website provider. So Mr P said *"therefore it can not be used."* I'm not an expert in data protection regulations¹; so I haven't examined exactly what information RCIB included in its SAR response or whether it disclosed everything it was required to. But I've seen clear evidence in RCIB's file of its exchange with the comparison site's provider. That is unequivocal that the policy quote Mrs P clicked through to buy from RCIB did not include cover for her as a named driver. In those circumstances I'm satisfied it's fair for RCIB and this Office to rely upon that evidence. That's the case regardless of whether RCIB omitted that evidence from a SAR response to Mr P or not.

In summary RCIB's system shows that:

- The policy Mr P applied for did not include a named driver.
- The premium it charged him did not include cover for a named driver.
- The policy documents it sent to Mr P did not include a named driver.
- The comparison site provider has confirmed that the policy quote Mrs P clicked through to buy from RCIB did not include a named driver.

In those circumstances I'm satisfied that the policy Mr P paid his premium for did not include a named driver. So I don't think RCIB did anything wrong in that respect.

For completeness I'll add that Mr P's queried the 'legality' of the premium RCIB charged. That's because insurers are not allowed to offer lower premiums to new customers than those it would offer to renewing customers. And Mr P believes that's what RCIB did when it offered a premium to Mrs P from the comparison site that was lower than his renewal premium.

¹ If Mr P believes that RCIB has not complied with data protection law or regulations then he has the option to make a complaint to the Information Commissioner's Office (ICO), which regulates compliance with data protection laws in the UK.

I'll briefly say that as an insurance intermediary RCIB is not responsible for the policy premium, the underwriter is. That's the case even where the intermediary has the delegated authority to make underwriting decisions on behalf of the underwriter. So any complaint about the premium itself would be for the underwriter and not RCIB to address.

But, for information only, it might help if I explain that when calculating premiums insurers may consider many hundreds of factors and the risks they think those present. A change to one or more of those can result in a change of premium. And Mr P has acknowledged that, when asking for quotes, Mrs P changed some factors like annual mileage, excess level etc to find the most suitable policy and premium. But changing those factors also alters the risk and so will also often result in a change in premium. And, from a very quick glance at the policy RCIB offered to renew in July 2024 compared to the one Mr P bought in August 2024, one factor that is different is the annual mileage, which has reduced from 12,000 to 10,000. That change alone would likely result in a change in premium. So, without looking into all of the other factors, I'm satisfied that the two policies are not the same, they are not identical and are not comparable on a like-for-like basis.

Further, insurers will re-rate the risks they consider regularly. And many insurers will do this on a daily basis. So the quotes an insurer provides will vary from day-to-day. And as insurers rate on numerous different factors, a small change in those details can lead to an increase or decrease in rating factors. And in this case RCIB sent the renewal quote on 19 July 2024 but Mr P didn't obtain a new quote and buy the new policy until the following month. So the premiums were likely to have changed based simply on the date of the quote.

Mr P's also said that the only explanation he was given for the increase in premium at renewal was the inclusion of cover for Mrs P. I can't see this recorded anywhere on file and the only reference to it I've seen or heard was from what Mr P has said. But, in any event, Mr P did not take the renewal offer, which as I've said above, did not include his wife on it. Instead he bought a new policy which also didn't include his wife.

It follows that I'm satisfied RCIB did nothing wrong when it sold Mr P his policy in August 2024.

My final decision

For the reasons set out above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 October 2025.

Joe Scott
Ombudsman