

## The complaint

Mr W complains about how Adrian Flux Insurance Services Group (Adrian Flux) dealt with his motor insurance policy following his being unable to provide proof of his No Claims Bonus (NCB) following his taking out the policy.

References to Adrian Flux in this decision include their agents.

## What happened

In December 2024 Mr W took out a motor insurance policy through Adrian Flux, as a broker. When he took out the policy, the premium was calculated on the basis Mr W had nine years' NCB. Adrian Flux asked for proof of his NCB entitlement (and other documents) and tried to locate details of his previous insurer to validate his NCB directly. Unable to do so, they wrote to Mr W requesting proof of his NCB (as well as the other documentation). A further letter requesting the documentation was sent to Mr W at the beginning of January 2025.

Having not received a response, Adrian Flux issued a seven-day notice of cancellation of the policy towards the end of January 2025. Receiving no reply, Adrian Flux then cancelled the policy, writing to Mr W to say they'd done so and there was an outstanding balance of £176.67 owed on the policy (including a £35 administration fee for cancelling the policy).

However, Mr W had been involved in an accident as a pedestrian in December 2024, shortly after he took out the policy, and admitted to hospital, so was unable to locate proof of his NCB. Being unable to provide proof, Mr W thought his policy should be cancelled. But Adrian Flux weren't aware of Mr W's difficulties or desire to cancel the policy, as their policy was to allow customers time to provide any documentation necessary to validate their policy, so avoiding the negative consequences of having their policy cancelled.

Mr W was unhappy at what happened, believing he had been charged more than he should have been, so he complained to Adrian Flux.

In their final response, issued in March 2025, Adrian Flux didn't uphold the complaint. They acknowledged what happened, saying they were unaware of Mr W's situation at the time. Had they been aware, they would have sought to assist Mr W further. As a gesture of goodwill, they said they would cancel the outstanding balance of £176.67 owed on the cancellation of his policy, meaning there was nothing further for him to pay.

Mr W then complained to this Service, unhappy at Adrian Flux's final response.

Our investigator didn't uphold the complaint, concluding Adrian Flux didn't need to take any action. She thought they acted fairly in seeking proof of Mr W's NCB and issuing notice of cancellation when they didn't receive it. But when they became aware of his circumstances, it was fair of them to cancel the outstanding balance of £176.67.

Mr W disagreed with the investigator's view and asked that an ombudsman consider the complaint. So, the complaint has been passed to me to consider.

## **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.

My role here is to decide whether Adrian Flux have acted fairly towards Mr W. In doing so, I've borne in mind the unfortunate circumstances affecting Mr W at the time he took out his policy and subsequently. I'm also aware of his underlying health issues and vulnerabilities.

The key issue in Mr W's complaint is Adrian Flux requesting proof of his NCB and then proceeding to cancel the policy when he didn't provide it, saying he owed a balance of £176.67. Mr W says Adrian Flux acted unfairly given his circumstances at the time and his desire to cancel the policy. Adrian Flux say that had they been aware of his circumstances, they would have sought to assist him. They've offered to cancel the outstanding balance that would otherwise be due on cancellation of the policy.

Looking at what happened, I think Adrian Flux acted as I would expect following the inception of Mr W's policy. The welcome pack notes the cover provided along with the standard insurance documents when a new policy is issued. It's also standard practice for insurers (through a broker where relevant) to seek to validate key information provided by the policyholder when taking out the policy. Typically, this includes confirmation of any NCB entitlement as well as other details. In this case, Adrian Flux sought, in the first instance, to verify Mr W's NCB entitlement directly through the shared national database but were unsuccessful in doing so.

In the circumstances, I think it was reasonable to write to Mr W to request confirmation of the NCB entitlement (and the other documentation). However, Adrian Flux weren't aware of his accident (which appears to have happened a week or so after he took out the policy) and followed their standard procedure of follow-up letters and then notice of cancellation followed by cancellation of the policy itself at the end of January 2025. And it appears Mr W wanted the policy to be cancelled.

At that point, they calculated the outstanding balance on the policy, taking into account the time Mr W was under cover, any payment(s) made towards the policy (the New Business pack issued included reference to a payment of £461.24 when the policy was taken out, to be followed by monthly direct debit payments) and the administration fee for cancelling the policy. Factoring all these elements into account led to an outstanding balance of £176.67.

However, Adrian Flux have cancelled the outstanding balance of £176.67 (set out in their final response) which means Mr W has nothing to pay in respect of his policy beyond the cost of the cover he was provided with while the policy was in force. In his circumstances, I think that's reasonable as he would still have needed insurance for the period.

So, I've concluded Adrian Flux acted fairly and reasonably in the circumstances of the case, and I think cancelling the outstanding balance due on cancellation is a fair response to Mr W's complaint. So, I won't be asking them to take any further action.

## **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 December 2025.

**Paul King  
Ombudsman**