

The complaint

P complains about W Todd & Son Limited trading as Todd Insurance Brokers (“WTS”) and the delays he experienced in cancelling his motor trade insurance policy and then receiving sufficient proof of his no claims bonus (“NCB”) to provide to his new broker.

P’s complaint has been brought by Mr P, in his role as a sole trader. For ease of reference, I will refer to Mr P when discussing the actions he has taken, or the comments he’s made.

What happened

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr P used WTS as his broker to arrange his motor trade insurance policy, when his policy was due for renewal on 8 November 2024.

Following a conversation with WTS on this day, Mr P’s policy renewed. But on 12 November, Mr P contacted WTS to request his NCB proof, as he felt he had made it clear he didn’t want to renew. And he felt an advisor at WTS had also confirmed the policy had lapsed.

WTS disputed this, explaining the information they needed to cancel Mr P’s policy. And, that his NCB would only be released once this had been received. But Mr P didn’t follow this process and it wasn’t until February 2025 that Mr P’s cancellation was processed, and NCB proof sent to him. Mr P’s new broker, who I’ll refer to as “R”, wouldn’t accept this NCB evidence as sufficient proof. Mr P continued to request further evidence from WTS but none was provided.

So, Mr P raised a complaint about this, and the difficulty he felt he had faced trying to cancel the policy WTS arranged in November 2024.

WTS didn’t uphold the complaint, setting out their belief that Mr P had instructed renewal and so it was his refusal to follow the cancellation process that caused the delay. Despite this, WTS felt they had acted fairly by engaging with the insurer to agree a backdated cancellation and premium refund, with what they felt was adequate NCB proof being sent at the same time, applying no charge to Mr P. So, they didn’t think they needed to do anything more. Mr P remained unhappy with this response, so he referred his complaint to us.

Two outcomes were provided by separate investigators, and I’m aware both parties have had sight of these. So, I don’t intend to recount them in detail. But to summarise, our second investigator upheld the complaint, explaining why they felt Mr P had instructed WTS not to renew the policy.

And they were satisfied the NCB proof provided by WTS hadn’t been accepted by R and so, they felt WTS had failed to provide Mr P with the documents he required. So, they recommended WTS pay Mr P £200 compensation, and to provide Mr P with documentation from the insurer that confirmed his NCB at the time of the renewal.

WTS didn’t agree, providing robust pushback setting out why. This included, and is not

limited to, their continued belief that Mr P had given instructions to renew on 8 November 2024. They felt Mr P had chosen to ignore their requests to follow their cancellation process and so, they didn't believe they should compensate Mr P for the time the cancellation took to complete. WTS also set out why they felt the NCB provided was sufficient, as it was evidence they supplied without issue to other insurers. So, WTS didn't agree they should compensate Mr P, or take any further action. As WTS didn't agree, the complaint was passed to me for a decision.

I issued a provisional decision on 15 October 2025, where I set out my intention to uphold the complaint for differing reasons to that of our investigator, awarding a different compensatory amount. Within that decision I said:

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, it's my intention to uphold the complaint. But my reasoning, and what I intend to direct WTS to do, differs from that of our most recent investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

There are two key elements to Mr P's complaint. So, I will address them separately for clarity and ease of reading.

Cancellation

I note Mr P feels he instructed WTS not to renew his policy on 8 November 2024. And that this was supported by WTS explaining the policy had lapsed 4 days later. So, he feels it was unreasonable for WTS to take payment for this policy and then delay in refunding this when processing the cancellation.

But I've listened to the call between WTS and Mr P on 8 November, the date his policy brokered by them renewed. And having done so, I'm not persuaded that Mr P did make it clear to WTS that he didn't wish for his road risks policy to renew. In fact, having listened to this call, Mr P stated he was happy with this policy, and wanted time to consider a separate policy altogether that WTS were also quoting for.

So, based on this, I'm unable to say WTS acted unreasonably when allowing the policy to renew. And as it renewed, the terms and conditions of that policy came into force.

These terms and conditions make it clear that Mr P was still able to cancel the policy, after it had renewed. But they also explain that a policy won't be cancelled until they have received a replacement certificate of insurance and a signed cancellation advice, both of which WTS requested from Mr P when he made them aware of his intention on 12 November.

I'm satisfied these were reasonable requests, that allowed WTS to understand any time on risk for the insurer of the policy as well as a document to supply that showed a cancellation had been requested from Mr P himself.

While I recognise why Mr P felt he didn't need to provide these, as WTS did advise him his policy had lapsed due to an advisor referring to the incorrect internal system, I'm satisfied that by this point, Mr P ought to have been reasonably aware his policy had already renewed as he hadn't instructed WTS to do anything differently.

So, I do think the onus was on Mr P to provide this documentation. And from what I've seen, he failed to do so, which resulted in the cancellation taking some time to progress, through no fault of WTS. So, I don't intend to uphold this aspect of Mr P's complaint, or direct WTS to compensate him for the delay in having the cancellation confirmed in February 2025.

Ultimately, WTS engaged with the policy insurer to agree a backdated cancellation, and a refund was provided to Mr P without any administrative or time on risk charges being deducted in February 2025. Considering WTS did this proactively, without the relevant documents the policy terms and conditions stipulated would be required, I'm satisfied this reasonably accounts for the mis-advice WTS did provide in November 2024 when incorrectly stating the policy had lapsed. So, I don't intend to direct WTS to do anything more here.

No claims Bonus

The policy terms and conditions explain that WTS may hold any documents, such as proof of any NCB, until all premiums and charges outstanding are paid. In this situation, WTS hadn't received the information required from Mr P to show the time the insurer was on risk for, as he hadn't provided his new certificate from his new insurer, or provided confirmation that no accidents had occurred from when the policy renewed up to his cancellation request.

So, up until February 2025 when WTS received confirmation from the insurer that the policy could be cancelled and backdated, with a full premium being refunded, I'm unable to say WTS were unfair when not releasing the NCB Mr P wanted, as they were unable to calculate any potential time on risk charges the insurer may have wished to deduct. But after the policy was cancelled in February 2025, I would expect WTS to provide Mr P with the appropriate NCB evidence that would be accepted by R.

I note WTS feel they have, referring to the document sent to Mr P which they say is the same document they use with insurers themselves without issue. However, I've seen evidence that shows R wouldn't accept this document, explaining their opinion the document was a quote, which didn't hold the information they required from the previous policy, such as a number and expiry date.

Having reviewed the document myself, I note it contains a "quote reference" rather than any mention of the previous policy number. Nor does it confirm the period of time the previous policy was in force, as well as stating at the bottom that "this quotation is valid for 30 days from 15 October 2024".

Considering this wasn't sent to Mr P until February 2025, the document itself was no longer valid. But even when that is disregarded, I'm not persuaded, or satisfied, that it provided the information Mr P was required to provide to R, to satisfy his NCB was correct. So, I'm not persuaded WTS have provided Mr P with adequate or sufficient proof of his NCB as I would have expected and because of this, I'm satisfied they acted unfairly regarding this complaint point. So, I've then turned to what I intend to direct WTS to do to put things right.

Putting things right

When deciding what WTS should do to put things right, any award or direction I make is intended to place Mr P back in the position he would have been in, had WTS acted fairly in the first place.

In this situation, I'm not persuaded that WTS should have provided Mr P with proof of his NCB until February 2025. But I am satisfied that, had they acted fairly, the proof they sent in February 2025 would have been appropriate and sufficient to satisfy R's request. And it wasn't.

This has resulted in Mr P receiving more than one further chaser from R requesting this information. And he's needed to spend time chasing for this document, whether that be with WTS directly or through our service which would no doubt have been inconvenient, and frustrating.

So, I am persuaded that WTS should compensate Mr P for this. And having considered the impact outlined above alongside our services approach, I intend to direct WTS to pay Mr P a compensatory amount of £100.

I'm satisfied this fairly reflects the inconvenience he's been caused by the continued requests from R and his inability to produce a document that satisfies these requests. But that also fairly takes into consideration the fact that any delay in providing this to R before February 2025 was due to Mr P's failure to engage with WTS' cancellation process, rather than anything WTS did wrong.

And to ensure Mr P is placed back in the position he should be, I also intend to direct WTS to provide appropriate documentation to Mr P to ensure he can now satisfy R's request. This can either be through the production of the insurers renewal notice, rather than WTS own quotation, or written confirmation from Mr P's previous insurer that confirms his NCB.

I understand WTS are unlikely to agree with the above. And I want to reassure them I've thought carefully about all the points they've raised, even if I haven't commented on them specifically. I do note that it appears Mr P's new insurance was underwritten by the same insurance group as the underwriter of the policy they arranged. But it's not my role to speculate, or comment on, why the NCB evidence they supplied doesn't appear to be satisfactory with R regarding the new policy.

All I am satisfied of is R have made it clear to Mr P that the NCB evidence supplied so far isn't sufficient. And I've not been persuaded this was an unreasonable stance. So, the onus remains on WTS to ensure this evidence is supplied, without further delay.

Responses

Both parties responded to my provisional decision, setting out why they disagreed. In summary, Mr P disputed receiving requests for information from WTS to aide the cancellation process, pointing to WTS' failure to respond to his own solicitor's requests. And he stated WTS had failed to provide him with the new policy documents, that would have made him aware his previous policy had renewed. Because of the above, Mr P set out why he wanted WTS to pay him the £200 offered by our investigator, as well as £180 solicitors fees he's incurred.

And WTS also disagreed. While they welcomed by intended outcome regarding the cancellation aspect of the complaint, they reiterated their unhappiness for the other aspects. In summary, they set out why they thought the advice provided by their advisor regarding the policy lapse was technically correct, as the previous policy did lapse with the previous insurer, with a new policy being put into place with a new underwriter.

They also set out why they felt the provision of the NCB was the responsibility of the new insurer, not themselves. And they reiterated a concern they held about Mr P's use, and need, for this NCB. Finally, they referred to Mr P's failure to respond to their chasers, using this to argue the requirement for them to compensate Mr P for the delay in him receiving the NCB evidence they issued.

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 see no reason to deviate from my original conclusions and so, I'm upholding the complaint. Both parties have had sight of my original decision, which is included again above. So, I won't be reiterating my reasoning contained within it. Instead, I will focus on the responses both parties have provided to explain why my decision remains the same.

I will start first with Mr P. I note Mr P disputes receiving requests for a copy of his new insurance certificate, and a signed cancellation form, from WTS. But I've seen evidence that satisfies me these requests were made in writing, sent to Mr P's correct address, on several occasions. While it may be that these requests weren't received by Mr P, I'm unable to hold WTS responsible for any issues in the postal process. And considering the emails I've seen Mr P did receive, which he responded to, I'm satisfied Mr P ought to have been reasonably aware WTS were seeking further action from him, before they would release his NCB. So, this hasn't impacted the decision I've reached.

The same can be said for Mr P's explanation that the new policy documents weren't sent to him, to make him aware a new policy had been taken out. Whether or not these documents were sent, I'm satisfied that on the date of renewal, Mr P confirmed to WTS he was happy with the quote provided for the policy in question. So, I've not been persuaded WTS were unfair to process the renewal and so, request Mr P to follow their cancellation process when he requested this, and his NCB.

I also want to make it clear that it was Mr P's own decision to instruct his solicitors to engage with WTS. So, any cost incurred through this instruction would be his own to bare. While I've seen no evidence to show WTS responded to Mr P's solicitors, the compensation I originally recommended took into consideration the delays in WTS providing him with evidence of his NCB. And at the point of Mr P's solicitor's requests, WTS were sending direct communication to Mr P requesting action, which I can't see he fulfilled. So, I won't be directing WTS to cover his solicitor's costs.

I then turn to WTS. I note WTS disagree that their advisor mis-advised Mr P about the lapse of his policy, as they feel his original policy had technically lapsed due to his new policy containing a new underwriter. But I'm not satisfied this is a fair or reasonable summation of the situation.

WTS were the broker, and professional expert, engaged to arranged Mr P's insurance policy. Whether or not there was a change of underwriter, I'm satisfied WTS were acting on Mr P's behalf to arrange a renewal of his insurance policy. So, I would expect WTS to ensure the information they were providing to Mr P when he called was clear and not misleading. I don't agree that telling Mr P his original policy had lapsed, without confirming a new policy was already in place, was clear. And I'm satisfied it was misleading.

That being said, my original decision explained why I felt by this point Mr P should already have been reasonably aware that his policy had renewed and so, my decision remains that this limited the impact of this mis-advice.

WTS have also set out why they feel the onus was on the previous insurer, and not them, to supply Mr P with his NCB. But I've seen emails from WTS, to Mr P, where they explain they

would only release evidence of the NCB once payment of Mr P's time on risk and additional charges were received, alongside the other cancellation documents. So, I'm satisfied WTS did always intend to provide Mr P's NCB.

And as I set out in my original decision, I've seen evidence that satisfies me the NCB evidence provided failed to satisfy the request of Mr P's new broker, R. So, my decision remains that WTS have failed to supply this information as I would expect. And it remains their responsibility to do so.

I recognise WTS has raised concerns about Mr P's intended usage of this NCB evidence. But I want to clarify I've seen no evidence to show Mr P has intentions to use this evidence for more than only policy. Crucially, I've seen evidence to show this NCB evidence has been requested by R, who brokered Mr R's policy with the underwriter WTS themselves have referred to, that were also the underwriters of the policy they arranged and eventually cancelled. So, I turn again to what WTS should do to put things right.

Putting things right

My original decision set out why I intended to direct WTS to pay a compensatory amount of £100, alongside ensuring Mr P received appropriate evidence of his NCB. And having considered all the comments provided by both parties, my reasoning remains unchanged.

I won't be recounting this reasoning in detail again. To summarise, I'm satisfied the £100 payment reflects the impact caused to Mr P when chasing WTS for his NCB when he shouldn't have needed to do so. But that it also reflects how Mr P's failure to respond to WTS requests to process the cancellation attributed to the delays Mr P experienced. And ensuring Mr P receives appropriate evidence of his NCB to satisfy R's request ensures he's placed back in the position he should have been in. So, this action, and the £100 payment, is one I'm now directing WTS to make.

My final decision

For the reasons outlined above, I uphold P's complaints about W Todd & Son Limited trading as Todd Insurance Brokers and I direct them to take the following action:

- Pay P £100 compensation for the inconvenience caused by WTS failure to supply appropriate evidence of its NCB.
- Ensure P receives adequate proof of its NCB that satisfies its new brokers request, without further delay.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 28 November 2025.

Josh Haskey
Ombudsman