

## The complaint

Mr H complains about the actions of BISL Limited ('BISL') when renewing his motor insurance policy and the service provided overall.

BISL sold and administered this policy on behalf of the policy insurer. This decision will only consider the actions of BISL.

## What happened

The background to this complaint is well known to Mr H and BISL. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr H took out a motor insurance policy with BISL. It was set to auto-renew and was due to renew on 28 December 2024. Mr H wrote to BISL on several occasions prior to renewal to instruct that the policy not be renewed. The policy renewal on 28 December 2024 and Mr H was charged the full premium of £454.53. The policy was then cancelled on 14 January 2025.

Mr H raised a chargeback through his credit card provider and around this time, BISL refunded the premium they'd taken from Mr H. Because of the timing, Mr H was refunded twice. BISL let Mr H know that he'd need to repay £454.53. Mr H didn't repay the amount owed and BISL let him know they'd be starting debt recovery action.

A complaint was raised by Mr H and partially upheld by BISL. They offered £60 compensation for the service provided. Mr H remained unhappy and referred his complaint to our service for an independent review. When Mr H referred his complaint to our Service he asked for the following as a resolution:

*"An apology for the unnecessary expense, waste of time and grief caused as a result of [BISL] pursuing me for payment of a policy that I do not want.*

*I have written to [BISL] asking that I be addressed correctly. In most cases [BISL] ignored this request.*

*Confirmation from [BISL] that I owe them nothing.*

*Payment of the sum of £200 as compensation for the needless expense to which I have been put together with the time I have wasted addressing this matter and the grief caused to me by the relentless and unwarranted pursuit by [BISL]."*

BISL made a settlement offer through our Service. They offered to increase the compensation payment to by £150, to a total of £210. They also offered to suspend debt collection activities for 90 days. Mr H rejected the offer and our Investigator considered the complaint. She recommended that the offer made was fair. As Mr H didn't agree, the complaint has recently been referred to me for a final decision.

## 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a courtesy to either party – it simply reflects the informal nature of our Service.

#### *The scope of this decision*

BISL have already accepted that they've let Mr H down when renewing his policy. Therefore, my decision is limited to considering whether their offer goes far enough to put things right.

This decision won't be considering the debt collection activities of any party BISL have passed this debt on to. It also won't be considering any service provided or actions taken by BISL since the date of their increased offer (after the complaint was referred to our Service) on 20 March 2025. I make this point as normally the 'cut off' point for our Service to consider a complaint would be the date of the final response letter (14 January 2025), but here, Mr H's dissatisfaction is twofold: 1- the policy renewal and 2- the refund/debt related service/activities afterwards. As BISL's offer encompasses point two, I will be considering events up until 20 March 2025 in this decision.

Part of BISL's offer was a 90 day pause in recovery activity when the complaint was referred to our Service. As the 90 day period has now expired, I won't comment further on that part of the settlement offer in this decision. Mr H has recently let us know of further dissatisfaction with recovery activities in April 2025. These were emails, phone calls and text messages related to the debt. Mr H has also referred to being unhappy with his personal details being passed to a third party by BISL. Mr H would need to raise any dissatisfaction that occurred after 20 March 2025 as a new complaint with BISL.

#### *My key findings*

I'm satisfied by the explanation provided by BISL as to why they'd been referring to Mr H and not using his title.

It's very disappointing that BISL renewed this policy, despite Mr H giving ample warning that he didn't want it to renew. In short, this situation was entirely avoidable. Mr H did proactively raise a chargeback. This led to the double refund issue. I agree it was fair that BISL asked Mr H to repay half of the money refunded to him. This is because he was only entitled to receive £454.53 once.

I've then considered the impact on Mr H. Whilst this decision isn't a critique of his actions, for balance, I've had to keep in mind any mitigation - and it remains that when it was pointed out that he'd been refunded twice, he didn't make any reasonable efforts to resolve the situation with BISL. This led to escalation and debt recovery activities. Whilst I've not seen Mr H's card statement, I've factored in that he has said it wouldn't have been immediately obvious the refund from BISL was in relation to this matter - as it was two separate amounts.

On balance, I find that the total compensation offer of £210 is fair, reasonable and proportionate - relative to the impact of BISL's actions and failings on Mr H. I've reached this finding having referred to our published guidelines on these types of awards. More details can be found on our website. Mr H has referred to wanting this award increased to reflect the sum BISL are seeking to recover from him. When considering what is a fair resolution of the complaint, I need to be clear the sum BISL say Mr H owes them is independent of and not linked to any award to recognise the impact of the service they've provided Mr H with. It is not intended to offset it.

#### *Summary*

For the reasons set out above, I find that BISL have explained why the debt is owed and made a fair offer to recognise the impact of their actions and inconvenience caused to Mr H. Whilst it's now not in dispute the renewal shouldn't have gone ahead, BISL did refund the premium paid in a timely manner and the second refund wasn't instigated by them, but by the chargeback that Mr H raised with his card provider.

In his letter dated 1 May 2025, Mr H said: "*I would have been minded to accept the offer contained in your letter dated 23 April 2025 but because of the unwarranted harassment I reject it and ask an Ombudsman to award an additional £100 for the grief and expense the unwarranted harassment has caused me.*" As explained above, I'm not considering the actions of BISL after 20 March 2025 or any third party any debt recovery activities in this decision.

### **Putting things right**

My final decision is that BISL Limited need to pay Mr H a total of £210 compensation to recognise the service issues, if they've not already done so. Any offers already paid can be deducted from this figure.

### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Mr H accepting my decision before the deadline below, I direct BISL Limited to follow my direction, as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 December 2025.

Daniel O'Shea  
**Ombudsman**