

The complaint

Mr L complains that Advisory Insurance Brokers Limited trading as Footman James (“FJ”) mishandled his motorcycle insurance.

What happened

Mr L already had a no-claims bonus (“NCB”) in September 2016 when he took out insurance for eight classic motorcycles through FJ.

The cover was in the name of FJ, an insurance intermediary or broker. An insurance company was responsible for dealing with any claim.

Mr L continued to insure the eight classic motorcycles through FJ for the next years until September 2019.

From September 2019, Mr L continued to insure three of the classic motorcycles for the next years until September 2025.

By 10 September 2025, Mr L had complained to FJ that it hadn’t told him that – notwithstanding a clean record - he would lose his NCB.

By a final response dated 12 September 2025, FJ turned down the complaint.

Mr L brought his complaint to us in mid-September 2025.

Our investigator didn’t recommend that the complaint should be upheld. She thought that the insurance company rather than FJ would be responsible for providing a NCB. She thought that FJ had provided Mr L with documents explaining he was on cover with the insurance company from 2016 to 2025 and had not made a claim in this period. The investigator said that was all FJ was able to provide.

Mr L disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Since the age of sixteen, he held continuous motor insurance with no lapse or interruption in cover.
- When he took out the policy, he already had a maximum NCB from previous insurers.
- FJ didn’t tell him he’d lose any NCB he started with.
- He reasonably understood that although they did not actively issue or increase an NCB annually, his existing maximum NCB would still be used as the basis for the initial premium and would remain recognised and dormant within the policy until it was needed or until the policy ended.
- Throughout the duration of his cover, he has maintained a clean driving record. He now has nine years of claims-free driving with this insurer alone.

- Despite this, FJ is saying he has no usable NCB at all.

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.

Different insurers deal with NCB in different ways. That said, most insurers won't apply NCB earned more than a couple of years previously unless it has been used on a more recent policy.

I have no reason to doubt Mr L's statement that he had a maximum NCB in 2016.

The 2016 "Specialist Motorcycle Insurance Policy Wording" included the following:

*"Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on both the **Schedule and Certificate of Motor Insurance**"*

From that, I consider that the policy wording was the insurer's policy wording rather than FJ's.

That policy wording also included the following:

"General Terms

...

No-claim bonus (Not applicable to classic motorcycle policies)

*If **You** do not make a claim under this insurance, and no claim has been made against **You**, **We** will give **You** a discount on **Your** premium when **You** renew this insurance..."*

From that, I find it clear that the insurer's policy wording said that NCB wasn't applicable to classic motorcycle policies.

Also, the 2016 "Specialist Motorcycle Insurance Policy Summary" included the following:

'Significant Exclusion and Limitations

...

- *No Claims Discount may not apply. Please refer to your Schedule for confirmation of this.'*

Moreover, the policy schedules for each year from at least 2019 onwards included the following:

'no claims discount is not applicable'

So, whilst the inapplicability of NCB was significant, I don't consider that FJ should've done any more to make sure it was highlighted to Mr L.

Also, from a call in September 2023, I find that FJ told Mr L the following:

'I need to make you aware no claims bonus is not going to be applicable to this policy, is that still going to be ok?'

Whilst I've noted that Mr L said he'd be raising a complaint when he left FJ, I'm satisfied that Mr L knew that NCB was not applicable.

I don't find that FJ was responsible for any incorrect or unclear information to Mr L.

I don't consider that FJ said anything that would reasonably lead Mr L to believe that his pre-2016 NCB was "dormant" or that any NCB would still be available when the policy ended.

I'm satisfied that FJ did all it could by documenting that Mr L had been insured through it from 2016 to 2025 without any claim.

Overall I don't consider that it would be fair and reasonable to direct FJ to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Advisory Insurance Brokers Limited trading as Footman James to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 21 April 2026.

Christopher Gilbert
Ombudsman