

## **The complaint**

Mr T complains that Adrian Flux Insurance Services Group trading as MCN Insurance (AFISG) misled him during the sale of a motorcycle insurance policy.

## **What happened**

The circumstances of this case are known to both parties, but in summary Mr T purchased a motorcycle insurance policy online with AFISG in January 2025. After the sale, AFISG asked Mr T to contact it so it could validate the policy. During Mr T's call, he explained he'd be getting his full bike license within the policy year and would change to a larger bike. So Mr T asked how this would affect his policy. AFISG told Mr T to call it when he needed to make the change, and it could update the policy.

A few months later, after getting his full licence, Mr T called to update his policy and add a new bike. AFISG told him the insurer's underwriter wouldn't allow the change because the new bike's engine size was over 125cc. Mr T was unhappy he hadn't been told about this earlier. He cancelled the policy and complained, saying it wasn't fair he lost the no-claims he'd built up.

AFISG didn't uphold the complaint. It said Mr T purchased the policy online through a price comparison site and the insurer of the policy agreed to provide cover based on the information Mr T provided during the sales process. And it wouldn't have been aware of any changes Mr T wanted to make during the policy year. Unhappy with AFISG's response, Mr T referred his complaint to this Service.

Our Investigator didn't uphold the complaint as they were satisfied AFISG hadn't acted unfairly. Mr T disagreed and asked for an Ombudsman to make a final decision. In summary, he said AFISG failed to act with the specialist expertise it advertised, and he was clear from the outset that he was intending to change his vehicle during the period of cover. Mr T said AFISG should have highlighted the policy limitation to him at the outset and because this wasn't highlighted the policy wasn't suitable for his needs.

So, the case has been passed to me to decide.

## **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.

While I appreciate Mr T will be disappointed with my decision, I have decided not to uphold this complaint. I'll explain why.

I know I've summarised the circumstances of this case in less detail than presented. But I want to assure both parties that I've carefully considered all the information provided. I may not respond to every point or piece of evidence. But I've focused on the issues I consider to be key to the outcome of the case. This isn't meant as a discourtesy but reflects the informal

nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

AFISG is an insurance intermediary and arranges and administers insurance contracts with insurers on behalf of its customers. In Mr T's case, AFISG arranged a policy for Mr T on a "non-advised" basis. This means AFISG didn't give Mr T advice, and it didn't recommend a product. However, when selling this policy, AFISG still had a responsibility to make sure Mr T was provided with information that was clear, fair and not misleading, to enable him to make an informed choice about whether to buy the policy.

I can see that following the sale of the policy, Mr T was provided with a copy of his policy documentation which confirmed how the policy worked, the key limitations as well as both parties' obligations under the contract – including how to make a change to the policy. Having reviewed this information, I am satisfied that it is sufficiently clear.

I've carefully listened to the call that took place between Mr T and AFISG following the sale of the policy. During the call, Mr T mentioned that he intended to get his full motorcycle license and wanted to know if this meant he would have to cancel his policy. No details of the intended replacement bike were provided, and no discussions surrounding the engine size of Mr T's existing or replacement motorcycle took place. AFISG explained Mr T should call it to notify it of the change and it could discuss whether amending the existing policy or starting a new policy would be most cost effective. So, on balance, I'm satisfied no assurances were given that any change to the vehicle would be accepted.

I would also like to add that as AFISG is an insurance intermediary and not the insurance company, it isn't the party responsible for deciding what risks are covered under the policy or not. Only the insurer can decide what types of bikes it will and won't cover. AFISG can pass on information, but it can't guarantee an insurer will accept a particular change as this is something for the insurer to decide within its commercial judgement. Because AFISG wouldn't have known the underwriter's position until it asked them, I'm satisfied Mr T wouldn't have been in any different of a position even if he had mentioned the engine size earlier.

I appreciate why Mr T feels this is a significant limitation of cover, however I don't agree. This is an underwriting decision made by the insurer and the decision not to cover motorbikes over 125cc doesn't limit how Mr T was able to use the policy as it was originally set up. And the policy was set up to provide cover based on the information Mr T provided when he took the policy out – not based on possible changes in the future.

While I recognise Mr T was disappointed to learn he was unable to amend his policy to cover his new bike, I'm not persuaded he has lost out because of this. When he originally discussed the change to the policy, Mr T was already aware of the possibility of having to cancel the policy and I haven't seen anything that persuades me that Mr T would have acted any differently had AFISG informed him of the underwriter's decision not to cover his vehicle any sooner.

So, for the reasons I have explained above, I'm satisfied AFISG has acted fairly and I won't be making any directions in response to the complaint.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 March 2026.

Oliver Collins  
**Ombudsman**