

complaint

Miss B complains that when she took out a motor insurance policy through One Call Insurance Services Limited (“One Call”) acting as broker, the premium she paid was greater because of two non fault claims she had made previously than it would have been without those claims.

background

During 2013, Miss B had two motor accidents. On each occasion her car was stationary when it was hit by another car. The claims she made were recorded on her insurance record as non fault claims.

Miss B was approached by One Call in January 2015. She was quoted a motor insurance premium of £458.19, which she accepted. However, later that year, she felt she was paying more than she should be for her insurance, based on her age and experience. She says that when she sought quotations with and without the non fault claims, the price doubled when the claims were added.

Miss B complained to One Call. It said that premiums were based on a number of factors. Even a non fault claim could affect premiums as it increased risk, based on the probability of a customer making a claim. It had quoted a premium to Miss B, which she had accepted. So it didn't accept her complaint. Miss B brought this present complaint to us.

Our adjudicator didn't recommend that this complaint should be upheld. She said that One Call was a broker. It didn't set the premiums on the various policies it offered – that was done by the insurers themselves. In this case it provided Miss B with a quotation which she accepted. She didn't have to accept the quotation and could have looked for cheaper insurance elsewhere. But she hadn't. So the adjudicator didn't think One Call had done anything wrong.

Miss B responded to say, in summary, that

- at the time she took out the policy, she felt that whatever insurer she went to would charge her more because of the non fault claims,
- she didn't see why she should be penalised for someone else's error, and
- she didn't think insurers should be allowed to charge more in these circumstances.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As the adjudicator has pointed out to Miss B, the Financial Ombudsman Service is not the regulator of insurance companies – that is the Financial Conduct Authority (FCA). So it is open to Miss B to contact the FCA and ask it:

- to investigate how insurers set the premiums they charge, and
- to require insurers to make changes for the future in how they operate.

This service can't tell insurers generally, or any particular insurer, how to operate their business, or how to calculate the premiums they charge. So I can't consider the general issue of insurers increasing premiums because of non-fault claims.

Our role is to consider individual disputes between a business and its customers. If we think a business has done something wrong, we will tell it what it needs to do for that customer to put things right.

This case is brought against One Call. It didn't set the premium on Miss B's policy - that was done by the insurer. One Call offered a policy to Miss B, and told her what the premium would be. Miss B accepted the policy and has paid the premium quoted. So I cannot say that One Call did anything wrong.

my final decision

My decision is that I don't uphold this complaint, and make no order against One Call Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to Miss B to accept or reject my decision before 19 February 2016.

Lennox Towers
ombudsman