

## **complaint**

Mr A complains that Adrian Flux Insurance Services Group (a broker) failed to carry out his instructions to amend the vehicle registration on his motor insurance policy correctly and later declined to offer him its services.

## **our initial conclusions**

Our adjudicator rejected the complaint. She was not satisfied that Mr A had requested a second change to the vehicle registration as stated by him. She noted that Mr A informed Adrian Flux that he had incorrectly provided the vehicle registration as starting with the wrong letter, so it updated its records and sent him amended policy documents to reflect the change. She was not persuaded that there was sufficient evidence Mr A had sent Adrian Flux a *further* request to change the vehicle registration when he sent it a cheque for the policy premium. She was also satisfied that if Adrian Flux no longer wished to offer Mr A its services, that was a matter for its commercial discretion.

Mr A insisted that as Adrian Flux received the cheque from him, it must also have received his covering letter about the correct vehicle registration number. He said that as a result of Adrian Flux's error, he was charged by the insurer for a period when his vehicle was not under cover. The adjudicator advised Mr A that he should contact the insurer about that.

Mr A did not accept the adjudicator's findings so the complaint was referred to me for review.

## **findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I am satisfied that when Mr A sent an email to Adrian Flux on 9 January 2012 about one incorrect letter in the car's registration, Adrian Flux acted on his instructions immediately and sent Mr A policy documentation to show that the amendment had been made.

There is no dispute that Mr A also sent a cheque dated 16 January to Adrian Flux at some point during the month, plus a covering letter, but there is no firm evidence of the content of the letter sent with the cheque. Mr A says the letter (also dated 16 January) stated that the wrong car was insured, as well as notifying Adrian Flux of a change of address and requesting information from it. According to Adrian Flux's records, a letter was received from Mr A on 27 January (unlikely for a letter dated and sent on or around 16 January). Unfortunately, the letter cannot be found, but the notes on Adrian Flux's system at the time indicate that the content referred to other matters.

On balance, I am persuaded that the letter Adrian Flux received was not the letter Mr A considers was sent to it at the time. For that to be the case, Adrian Flux would have had to disregard the entire content of the letter, whilst accepting that a letter was received. It would then have had to invent a completely different content for that letter and record that at the time. There would have been no benefit to Adrian Flux in doing so, as far as I can see.

It also seems to me that on an issue as serious as the wrong car being insured, in the absence of even an acknowledgement from Adrian Flux, Mr A could have been expected to query the matter quickly. Mr A was aware from previous contact with Adrian Flux that it issued new documentation quickly following an amendment, so in my view he would have

been expecting the same following a request for a further amendment. In fact, in the letter he says was sent to Adrian Flux, he specifically asked for the *Certificate of Insurance* to be replaced with one with the correct vehicle registration, yet he did not query its non-receipt.

It is also not clear to me what detriment Mr A experienced by not having his car covered, other than requiring a refund of premiums, which is a matter for the insurer. Potentially, there could have been serious consequences for Mr A had he driven the car during the period from January to May (at which point the DVLA contacted him) but my understanding is that he did not. It is not clear to me why not, as he says he assumed the car was insured, despite not ever hearing from Adrian Flux about the second amendment. There is no evidence of a fine imposed by the DVLA for failing to declare the car 'off road', either, as Mr A acted on the DVLA warning letter he received from it in May.

Turning to the issue of Adrian Flux declining to offer Mr A its services in the future, I am satisfied that Adrian Flux is entitled to make reasonable commercial decisions about who it does business with. I note that it did explain to Mr A that a future relationship between them might be affected by Mr A's clear dissatisfaction with the service it had already provided. Mr A also mentioned that the insurer decided not to offer him a renewal of his policy, but that decision is one to be addressed directly with the insurer, rather than with Adrian Flux.

### **my final decision**

For the reasons set out above, my final decision is that I do not uphold this complaint.

Susan Ewins  
**ombudsman**