

## **complaint**

Mr K complains that Hyperformance Ltd (a broker) gave him poor service when he tried to change the car insured on his motor insurance policy. That led Mr K to cancel it, and he thinks he was charged too much for that.

## **background**

Mr K emailed Hyperformance on 16 September 2018 to say he was going to change his car. He gave it details of the car and the dealership he was buying it from. A few days later Mr K got a text asking him to call Hyperformance. When he did so, the advisor said more details of the car were needed, but as the insurer was closed, he couldn't get a quote for Mr K. He said he'd try to call Mr K back the next day, but didn't do so.

Mr K called again and spoke to "advisor J". She told Mr K that Hyperformance couldn't trace the registration number he'd provided for the new car. She said he needed to provide other correct details for the car in order to get a quote. Mr K didn't find the advisor helpful. Eventually he said he was going to make a complaint and ended the call. He then insured the car elsewhere and cancelled the policy. He wasn't happy with the service he got from Hyperformance, the cancellation charges or its response to his complaint. It didn't think it had done anything wrong, but offered to reduce its cancellation charge by £25.

Mr K then complained to us. Our investigator didn't think Hyperformance had given Mr K an acceptable level of service. He was able to locate Mr K's car using the details he'd put in his original email to Hyperformance. He said it should waive its £75 cancellation charge and pay Mr K £100 for distress and inconvenience. Initially, Mr K didn't think that was enough. He thought he'd been charged too much for the cover he'd had, but later accepted that wasn't due to Hyperformance. It then agreed to waive the full cancellation charge, but it thought £50 compensation was enough. It asked for a review of the complaint by an ombudsman.

## **my findings**

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

It seems that as Mr K's car was new and initially hadn't yet been registered, it wasn't possible for Hyperformance to find it using the registration number. Mr K did what he could to give Hyperformance extra details of the car when he first emailed it. He also provided a link to the dealership that supplied the car, in case any further details were needed.

I think Mr K's expectations were raised when the first advisor he spoke to said he'd try to call him back. Mr K had asked for a call as he'd found it hard to get through to Hyperformance. Given the volume of inbound calls, I think the promise of a call to him was unrealistic. But Mr K was disappointed when it didn't happen. He then faced more long waiting times.

When he got through to advisor J, Mr K found the call with her very difficult. Having listened to the call recording, I can see why. Mr K asked advisor J more than once to lower the volume, as her voice was distorted. She took no notice of his request and didn't even acknowledge it. She also resisted his attempts to speak to a manager later on in the call.

I think it's clear that Mr K simply didn't follow why the details he'd given Hyperformance weren't enough, especially after the car was registered. I think advisor J was abrupt and

lacked patience from start to finish. I don't think she explained matters clearly. I found it hard at times to follow what she was trying to get across to Mr K. So I can see why he struggled to understand exactly what extra details were required. She told him he'd given Hyperformance the wrong details, but actually the details were correct, but not complete. She also said he'd given her the wrong registration number. In fact, the error was hers, as she'd recorded what he said incorrectly.

Mr K was so frustrated by the poor service he was given by Hyperformance that he looked for insurance elsewhere. It seems the business he got the other policy from had no problem locating the car's details. I think Hyperformance could have done more to assist Mr K. Had it dealt with him more sympathetically, I think that's likely to have prevented the cancellation.

I can see why Mr K thought he was charged too much on cancellation. But Hyperformance has explained that most of the charges were due to the insurer and the interest owing to the finance firm. When he bought the policy, Mr K was told about the £75 charge Hyperformance would make on cancellation. Its terms of business also showed that information. Since then, Hyperformance has agreed to waive its cancellation charge and pay Mr K £50. But I think £100 compensation would better reflect the distress and inconvenience he faced as a result of its poor service.

### **my final decision**

My final decision is that I uphold this complaint. I require Hyperformance Ltd to waive the £75 cancellation charge (as it has already agreed to do) and pay Mr K £100 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 17 March 2020.

Susan Ewins  
**ombudsman**