

## **complaint**

Mr A has complained that Quinn Insurance Limited made mistakes with how it recorded information relating to his motor insurance policy.

## **background**

Mr A was involved in two motoring incidents which he reported to Quinn. Both claims were withdrawn but the second claim was mistakenly left on Mr A's record as "pending".

Quinn Insurance has agreed it wrongly recorded the claim on Mr A's record. It accepts the claim was left marked as "pending" due to an administration error and was still incorrect on the databases for some years after Quinn knew about the mistake.

The adjudicator noted that Quinn provided letters to Mr A on his request to send to his new insurer which stated the correct outcome of both claims. Quinn says it also spoke to Mr A's broker who said she would be able to get Mr A a refund based on this evidence. Mr A says the letters were not accepted by his new insurer and he had to pay a higher premium.

The adjudicator thought the letters Quinn provided should have been enough for a new insurer and Quinn should not be held responsible for the higher premium. But the adjudicator also thought that Quinn should have checked Mr A's records when he first notified them of error and rectified the mistake. She recommended that Quinn pay Mr A £100 compensation.

In response, Mr A said £100 was too little compensation for the higher premiums and the inconvenience and stress he had experienced. Quinn also disagreed with the adjudicator and said Mr A had not accepted its assistance to resolve the complaint.

## **my findings**

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

Quinn made a mistake in how it recorded Mr A's claim on the databases. I can see it partially made up for its mistake by issuing a letter for Mr A to use with his new insurer with the right information about the incident. But Quinn admits the correction on the databases was not done until Mr A complained again some years later. I think Quinn should have done more to assist Mr A by rectifying the information as soon as it was aware of the mistake.

I understand that Mr A is frustrated by Quinn and thinks it should pay compensation both for the stress its mistakes caused him and for higher insurance premiums. The letters with the correct information should have been enough for the new insurer so I do not make an award against Quinn for the higher premiums.

The delay in sorting out the record caused Mr A inconvenience and upset that could have been avoided. I know Mr A would like more but I agree with the adjudicator that £100 in compensation for this part of the complaint is a fair amount.

I appreciate that Quinn wanted to speak more with Mr A to resolve the complaint but I think he gave it enough information. Quinn should have been able to see that it hadn't given him good customer service and that some compensation was appropriate.

**my final decision**

For the reasons explained above, I uphold this complaint in part. I now require Quinn Insurance Limited to pay Mr A £100 compensation for the trouble and upset he experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 November 2015.

Sarah Brooks  
**ombudsman**