

complaint

Mrs S complains that Policywise Ltd mis-sold her a family fleet policy that charged an additional premium when the vehicles insured were changed. She complains this was different to her previous policy and she wanted like for like.

She also complains she is being asked to repay the balance of the premium despite having cancelled the policy, an additional premium was charged when changing vehicles and that her proof of no claims had the incorrect address on it. She is also unhappy that she didn't know whether or not the horsebox was covered for breakdowns.

background

Policywise is an insurance broker, meaning they can arrange insurance for customers from across the market. It isn't an underwriter or insurer. For Mrs S's policy that was QIC Europe.

In September 2016 Mrs S was looking for a new policy to cover a number of vehicles owned by the family. This included three cars and one horsebox. At the time Mrs S was a housewife and her husband, a named driver, was a project manager. As well as insuring the vehicles breakdown cover was provided for all the vehicles, including the horsebox. This information was contained on the statement of fact.

In August 2017 Mrs S was sent a renewal pack. The premium had increased due to the Insurance Premium Tax and windscreen excess increasing. Initially Mrs S said she was going to shop around as she was unhappy with the cost. But the policy automatically renewed on 13 September 2017. Mrs S contacted Policywise on the same day to amend some of the details; both her and her husband had a change of employment status. She also amended the value of one of the vehicles.

In April 2018, one of the vehicles was involved in an accident and written off. Mrs S was looking to remove two other vehicles from the policy and add another. She was provided with a quote which resulted in an increase in premium. Mrs S complained as this wasn't the type of policy she had wanted – she had wanted something like a motor trader's policy that would allow the changing of vehicles without any additional cost. She also complained about the other matters set out above.

Policywise didn't uphold her complaint and so she asked us to look into it. Our investigator didn't uphold the complaint either. He was satisfied that Policywise wouldn't have been able to sell Mrs S a motor trader's policy as she wasn't a motor trader. And he concluded any issues over the cancellation, the additional premium and the no claims letter were matters for QIC not Policywise.

Mrs S has asked for the matter to be reviewed, She has pointed out that she wanted a policy like a motor traders. She also doesn't think we have all the relevant information and we've made assumptions, as the person that sold her the policy no longer works for Policywise.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't uphold this complaint. I explain why below.

Any concerns Mrs S has about being quoted an additional premium and the incorrect address being on the no claims letter are correctly directed to QIC, although I understand she didn't actually pay any increase in premium. Ordinarily, she would also be directed to QIC for any concerns she had about being asked to pay the remainder of the annual premium following the claim. But I understand this debt has since been passed to Policywise.

Mrs S's premium for insuring her vehicles was an annual premium, which I understand she paid monthly. So when a claim was made on the policy for one of the vehicles only part of the annual premium had been paid. I understand QIC has refunded part of the premium for the other vehicles when the policy was cancelled. But as a claim has been paid for the vehicle written off it is right that the full premium is payable for that vehicle – QIC was on risk and has paid out. And as the debt has passed to Policywise I find no basis on which to say it can't ask Mrs S to pay that.

I turn now to the mis-sale of this policy. Mrs S says she wanted a policy like a motor trader's policy. It's hard to know exactly what she means by this. If she wanted a policy where she could insure multiple vehicles and change the vehicles insured then that's what she was sold. I'm not aware of any policy on the market that doesn't relook at the risk and the premium when vehicles are changed (including those for the motor trade). After all different vehicles represent different levels of risk which the premium is reflective of. It's possible that an insurer might not charge for the amendment to be made i.e. an administration charge. But that is very different to not charging (or refunding) any difference in premium.

I'm also mindful that Mrs S renewed her policy when she didn't have to. She had plenty of opportunity to shop around. And I'm aware her previous insurer did, in fact, continue to offer its family fleet policy. So Mrs S had other options if she wasn't happy with her policy. Overall, I'm not persuaded the policy was mis-sold.

Mrs S believes we have made assumptions as the person who sold the policy is no longer at Policywise. If information is missing, then reasonable assumptions might have to be made. If Mrs S doesn't agree with those she can set out why – although she hasn't done so here. In the event, we have been provided with all of the policy information, including the statements of fact, the certificates of insurance, the policy summary and booklet and Policywise's system notes. I'm satisfied this is sufficient information on which to reach a fair and reasonable decision.

Finally, Mrs S complains she was never made aware of whether her horsebox was covered for breakdown. I'm satisfied this information was clearly set out on the statements of fact. And information on how the breakdown could be used was contained in the policy booklet. When Mrs S contracted Policywise about the breakdown cover, it also confirmed coverage.

my final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 26 July 2019.

Claire Hopkins
ombudsman