complaint

Mr L has complained that W E Bedford Insurance Services (Wimbledon) Ltd provided poor customer service when arranging his commercial van insurance. He says that as a result he lost his no claims bonus (NCB).

background

Mr L took out van insurance online. Bedford contacted him to say that his NCB wasn't valid as it was for a policy he had more than two years ago. It said it would only accept an NCB if it was less than two years old. After a number of phone calls Mr L paid the additional policy premium, with the NCB removed plus administration charges. But he complained that Bedford hadn't told him early enough about his NCB so that he could use it with another insurer who might accept it being more than two years old. He said that Bedford lied when it said it wrote to him about this on 2 December 2014 as he never received that letter.

The adjudicator didn't think that Bedford had done anything wrong. Mr L didn't agree so his complaint has been passed to me to decide.

my findings

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

In phone calls with Bedford, Mr L has agreed that it was his mistake that he thought his NCB could be valid for more than two years. The information on the comparison website and Bedford's own website is clear that his NCB needs to have been no more than two years old.

Mr L sent Bedford his NCB evidence showing that his NCB was for a policy he had which expired on 21 November 2011, over three year earlier. Bedford received that from Mr L on 2 December 2014. It then wrote to him that same day to say that he needed to provide evidence of NCB, which was less than two years old. Mr L says he didn't receive that letter and believes that Bedford never sent it to him, so he thinks it lied to him.

While I accept that Mr L didn't receive that letter, I don't think that Bedford had any reason to lie about it. Once Bedford posts a letter it will have an expectation that it will be delivered. The fact that Bedford didn't initially refer to the letter in follow-up phone calls doesn't mean that it didn't send it. I also don't think it matters as Mr L got Bedford's follow up letter of 15 December 2014. That letter also mentions it had previously written to him about his NCB. I've listened to all of Mr L's phone calls with Bedford and I'm satisfied that it hasn't tried to mislead him or that it would have had any reason for doing so. Clearly Mr L just made a mistake thinking his NCB was valid when Bedford wouldn't accept such NCB given it was just over three years old. Many insurers prefer to only accept NCB proof that's less than two years old so I don't think this is unusual. That also means I don't think Mr L has suffered any loss by not receiving the letter of 2 December as I think it would have been unlikely any other insurer would have accepted NCB that was just over three years old then.

Mr L's also said that Bedford gave him inconsistent advice about the amount of his premium without any NCB. But, having listened to the calls, I don't think it did. It explained that the removal of the four years NCB, and adding administration charges, would increase his premium. It also gave him a quote from a different insurer giving a different premium, but I think that's not the same as giving him inconsistent or misleading advice. Also it sent him a breakdown of how it calculated its charges. So, I don't think Bedford did anything wrong.

In response to the adjudicator's view, Mr L's said that Bedford had initially insured him with one underwriter and that his current underwriter has told him that it wouldn't insure him because his van is worth less than the excess on the policy. He's also said that Bedford sent him a temporary cover note spanning 13 months from 25 November 2014 to 25 December 2015. Mr L's said this shows that Bedford backdated the cover note.

But, I've seen that Bedford arranged insurance for Mr L with the same underwriter throughout. That's the same underwriter that Mr L says wouldn't insure him. And Bedford's provided him with an insurance certificate showing that this underwriter has insured him. Also the copy of the temporary cover note that Mr L sent to us, which is also in Bedford's file, is clearly dated to expire on 25 December 2014, and not 2015. It follows that I'm satisfied that Bedford dealt with Mr L fairly and reasonably.

my final decision

For the reasons discussed above it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 5 February 2016.

Joe Scott
ombudsman