

## **complaint**

Mr B has complained about One Call Insurance Services Limited's service after he asked it to arrange a motor insurance policy for him.

## **background**

Mr B was looking for quotes for a motor policy through a price comparison website. He then contacted One Call to buy a policy. Having done so the underwriter sent him some information to confirm that the policy had been set up. Mr B noticed that some of the information, including the amount he initially paid for his car, the number of cars he had access to and his employment details weren't accurate. He spoke with One Call about that. It corrected the details but said the underwriter would charge an additional premium of roughly £31.

Mr B said he wasn't happy to pay the additional premium. One Call said that he could cancel the policy but it would charge him a set up fee of roughly £50. Mr B wasn't happy with that. One Call sent him a letter saying it would cancel the policy. But it later withdrew the set up charge and confirmed that Mr B had cancelled the policy himself.

Mr B brought his complaint to us. For ease I've copied my provisional decision findings below. I said:

*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 it's likely I'll partly uphold it.*

*In bringing his complaint Mr B has made a number of detailed points. But in this decision I will focus on what I see as being the key outstanding issues.*

*One Call is a broker so it gathers information in order to be able to sell policies to consumers but it doesn't provide the cover itself or set the premium charged. That is the responsibility of the underwriter, which is a separate business.*

*This dispute has arisen because, after he took out his policy, Mr B noted that some of his information recorded on the policy wasn't accurate. And having corrected that, the underwriter charged him an additional premium. The underwriter is responsible for the additional premium so I don't intend to comment on that here. But it was One Call who gathered the information from which the underwriter offered the policy and the premium for that.*

*According to One Call when Mr B was looking for quotes online, he entered the initial purchase price of his car as £2,000. Mr B says that neither he nor his wife, who helped with the online application, recalls being asked for the purchase price. He added that, at the time, he valued his car at £2,000 so it's "inconceivable" that he would say it cost the same amount to buy nine years earlier.*

*The information One Call has provided me shows the value Mr B gave for the purchase price of his car on the price comparison website was £2,795. But that sum doesn't match the £2,000 One Call recorded on its system as being the purchase price. One Call told me that the difference in the two sums, between £2,795 and £2,000, was because that was the*

*purchase price Mr B gave when he phoned to buy the policy. And it's sent me recordings of the relevant calls to support that.*

*Having listened to those phone calls I don't think that One Call ever asked Mr B for the purchase price of the car. It said to him that it had the "current estimated value" at £2,750, which Mr B corrected and said was about £2,000. But I don't think the purchase price is ever mentioned. So I don't think Mr B did give the purchase price as £2,000.*

*One Call hasn't sent us the actual screen-prints of the information Mr B entered when applying for the policy on the comparison site. So I've gone through the process on the same site myself. I've done this some time later than when Mr B was looking for quotes; so it's possible that the online journey isn't exactly the same now as when Mr B did it. But I've noted that the comparison site doesn't ask for the purchase price of the car. Instead, after entering the car's registration, it prepopulates the car's estimated current value itself. This might explain why One Call initially thought that the estimated value was £2,795 – because that's the estimate the comparison site gave it – when Mr B himself gave the value a £2,000. But the comparison site currently doesn't ask for or suggest the purchase price.*

*So I think it's likely that the process was the same when Mr B bought his policy. That is the comparison site didn't ask him for a purchase price. So, on balance I think it's probable that, when importing the data One Call's system has incorrectly imported the current estimated value as also being the purchase price. And that would explain why Mr B said he can't recall ever being asked for the purchase price. It would also explain why One Call said that Mr B had given the purchase price and estimated price as the same figure of £2,795.*

*So, on balance, without evidence that the comparison site has changed the questions it asked or the actual information Mr B input, I don't think Mr B ever gave One Call the purchase price of his car. And in those circumstances it wasn't right for One Call to say that he'd done so. So I don't think it's treated him fairly. And it's clear from Mr B's correspondence that this has been a source of trouble and upset for him. So I think One Call should pay him £100 compensation to address that.*

*Mr B also told One Call that it had the details of his second job wrong. I'm aware that many insurers will see people in different jobs as presenting different risks, so changing a driver's job on a policy can often result in a change in premium. After listening to the calls, it's apparent that Mr B had said he had two jobs when using the comparison website. One Call read those job titles to him when it went through the details with him on the phone. Mr B agreed the details were right. And those were the jobs listed on the policy information that Mr B said wasn't right. In other words, One Call accurately recorded the employment information that Mr B gave it. So the need to change that on the policy wasn't because of anything One Call got wrong."*

## **developments**

One Call didn't agree with my provisional decision, it said that the dispute had arisen because the comparison site had automatically input the value of Mr B's car. It said that Mr B has confirmed the valuation during the call with it and it had amended the records to the valuation he gave it. It said that any distress in this case had been caused by the increase in premium, which wasn't affected by the car's valuation. It said that only the change of occupation affected the valuation. So it didn't think compensation was warranted.

Mr B didn't provide any further comments.

### **my findings**

I've again considered all the available evidence and arguments again to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not going to change my provisional findings.

One Call said that the dispute had arisen because the comparison site had automatically input the car's *valuation*. That is simply wrong, as explained in my provisional findings, the dispute arose, in part, because One Call said that Mr B had given it the incorrect *purchase price* of the car. At no point did Mr B raise a complaint about the car's valuation.

Mr B's been consistent that he didn't recall being asked about the car's purchase price. And One Call has consistently told him that it only used the information he had provided when he phoned it to take out the policy. And it was the changes to that information, including the change of purchase price, that had caused the underwriter to charge an additional premium. But as I've said above, at no point did One Call ask Mr B how much he paid when he bought the car. So it's consistently misrepresented the position. And given that Mr B knew he hadn't given One Call incorrect information about the purchase price, but One Call insisted that he had, that's been a source of distress and inconvenience for him. And to address that I think it should pay him £100 compensation.

For completeness, I've noted that One Call has now clarified that it was only the change in occupation that affected the premium. But it hadn't previously told Mr B that. And its previous responses to his complaint have all indicated that the change of purchase price also affected the amount the underwriter charged. So I'm satisfied that it's fair and reasonable for One Call to pay Mr B the compensation I've awarded.

### **my final decision**

For the reasons set out above, I partly uphold this complaint. I require One Call Insurance Services Limited to pay Mr B £100 compensation to address his distress and inconvenience.

It should pay the compensation within 28 days of us telling it Mr B has accepted my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a rate of 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 April 2019.

Joe Scott  
**ombudsman**