

## **complaint**

Mr V has complained that Quick Quote Insurance Services Limited failed to set up his car insurance policy correctly.

## **background**

Since 2015 Quick Quote, as Mr V's broker has arranged car insurance policies for him.

Mr V renewed his car insurance policy in October 2016. In February 2017 he changed his car and visited an office of Quick Quote to update his policy. He said he told Quick Quote he was a delivery driver for a takeaway food service. He'd just bought a new car through a finance arrangement – so Mr V wanted to make sure he was fully insured.

In March 2017 Mr V was involved in an accident. The police ran a check on his car, but it showed on the Motor Insurance Database (MIB) as uninsured. The registration details for Mr V's car was incorrect as a digit was wrong. Quick Quote corrected the information and provided new policy documents with a letter of indemnity. The police were satisfied Mr V was insured.

When Mr V called Quick Quote about his car showing as uninsured, he said he was working as a delivery driver when the accident happened. Quick Quote said his policy didn't cover him. But Mr V said he'd already reported it directly to the insurer.

Mr V visited an office of Quick Quote in April 2017 to insure a replacement car under his policy. He told Quick Quote he was no longer a delivery driver.

The next day Mr V found a policy that would cover his occupation as a delivery driver. He called Quick Quote and said he wanted to go back to being a delivery driver again– so he wanted to cancel his current policy. Quick Quote said he could cancel his policy but he wouldn't receive any refund. This was because a claim was open under his policy for the accident in March 2017.

Mr V's insurer decided it wouldn't deal with Mr V's claim because it didn't know he was a delivery driver. Mr V's occupation was listed as being retired when he bought his policy.

Mr V complained to Quick Quote. But Quick Quote said it gave Mr V updated policy documents each time he changed his car – and these listed his occupation as retired since 2015. Quick Quote said if Mr V had told it he was a delivery driver, his current car insurance policy wouldn't have covered him and a specialised policy would have been needed.

Mr V brought his complaint to us. He said he told Quick Quote in February that he was a delivery driver. He didn't check his paperwork until after the accident in March. He then found the registration details were incorrect, the estimated value of his car hadn't been updated, his occupation was listed as 'retired' and his licence date was wrong too. English isn't his first language, so he feels Quick Quote took advantage of him when it sold him his policy. He believed Quick Quote was responsible for the errors which led to his claim being declined by his insurer.

Our investigator didn't recommend Mr V's complaint should be upheld. It was difficult to be able to determine what was discussed between Mr V and Quick Quote when he changed his policy in February 2017. Although Mr V said he didn't receive any Statements of Fact from Quick Quote each time he changed his policy, the documents he sent us showed his occupation and other information which Mr V said wasn't correct. The investigator didn't dispute that some errors might have been caused by Quick Quote – but it was for Mr V to have contacted Quick Quote once he'd checked the documents he had to ensure he had the right cover. It was clear from Mr V's account that his wife - whose native language is English - assisted him when he bought his policies with Quick Quote.

Mr V didn't agree. He's repeated the errors he believes Quick Quote made to his policies since 2015. He's provided another person's documentation to show Quick Quote breached the Data Protection Act. He listed his occupation as a delivery driver under free temporary insurance cover for his new car in February 2017. So this shows he didn't hide his occupation from Quick Quote. His car has been written off and he's been asked to repay the finance settlement.

So the matter 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. Having done so, I don't intend to uphold it.

Where the evidence is incomplete or contradictory, I've made my decision based on what I think most likely happened from the information available.

Between 2015 and February 2017, Mr V changed his car multiple times. Quick Quote says it handed Mr V a Statement of Fact document when his policy was changed each time he was in the office. But Mr V says Quick Quote didn't give him a Statement of Fact. Quick Quote has sent us a sample of the documentation it says it gave Mr V. Mr V has provided a sample of the documents he says Quick Quote provided him with.

Within the documents Mr V's sent us are Statements of Fact. When his policy renewed in October 2015, his occupation was listed as "Retired – not in employment". His Certificate of Insurance Tax for February 2017 which Mr V also sent us shows he was limited to using his car for "*social, domestic and pleasure purposes only (excluding commuting)*". Quick Quote says this was the basis of Mr V's cover since 2015.

So while I can't conclude what was discussed – and it's possible that Quick Quote might have been responsible for some of the mistakes Mr V has listed - the onus was on Mr V to check his policy documents carefully and if anything wasn't correct, to let Quick Quote know. I think the fact that his Certificate didn't provide cover for driving to work was enough to alert Mr V to the possibility he wasn't adequately insured.

Mr V says he didn't check his documents until after he was involved in an accident in March 2017. He trusted his broker. He then noticed several errors going back to 2015. I've looked at the documents Mr V has provided where he's highlighted errors. It's not possible for me to decide if Quick Quote recorded the information incorrectly or Mr V provided incorrect information.

Quick Quote's advisor says he recalls discussing with Mr V that he might become a delivery driver, but he didn't say this was his job when he changed car in February 2017. If he had, the advisor would have told Mr V his current policy didn't cover him and he'd have arranged alternative cover.

When Mr V came to the office after the accident, Quick Quote told Mr V if he was driving for work he'd need a specialised insurance policy. But Mr V said he wasn't a delivery driver anymore and was now working in the shop of the delivery company. So Quick Quote asked Mr V to sign a declaration to say he wasn't working as a driver. This was to satisfy Quick Quote that Mr V's insurance cover was correct from the information he gave it.

The next day Mr V called Quick Quote and said he wanted to return to driving as a delivery driver and had found an alternative policy elsewhere. So he wanted to cancel this policy. He thought it unfair that he wouldn't get a refund of the remaining year's premium.

While I'm only considering the actions of the broker in my decision, I can tell Mr V that where a claim has been made under an insurance policy, the full premium is due to the insurer. This is because the insurer has fulfilled its obligation by meeting the claim. Even if it's declined Mr V's claim - as Mr V was involved in an accident with other cars - his insurer will still need to deal with the third party claims as it's obliged to do under the Road Traffic Act.

The police officer who attended the accident has provided a statement on behalf of Mr V. He said he'd come across other customers with errors under their insurance policies through Quick Quote. But he couldn't say if this was caused by Quick Quote or the customer. This account doesn't have any bearing on my decision as I've looked at the specific information and circumstances of this complaint.

From the information provided by Mr V, even if he didn't receive the Statement of Fact in February 2017, he received his Certificate of Insurance when he changed his car. This showed he wasn't covered to drive for work under his policy. So Mr V had the opportunity to contact Quick Quote about anything which wasn't correct, along with any other errors. But as he says, Mr V didn't check his documents and didn't contact Quick Quote to correct any errors he later identified. So he wasn't insured to drive his car for work.

I understand Mr V will be disappointed with my decision. But there isn't enough for me to safely say that Quick Quote is responsible for Mr V using his car when he wasn't covered to do so. Consequently I don't think it's responsible for the insurer's decision not to deal with Mr V's claim.

### **my final decision**

For the reasons I've 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 Mr V to accept or reject my decision before 7 July 2017.

Geraldine Newbold  
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