

## **complaint**

Mr S believes BISL Limited mis-sold him his car insurance policy. He's also unhappy he couldn't access his policy documents online, and the branding of the policy he took out.

## **background**

Mr S took out his motor insurance policy through a comparison website. The website directed Mr S to BISL. The policy Mr S took out is administered and arranged by BISL.

When taking out the policy Mr S was given information about the key parts of the policy. Based on this key information, Mr S says he was under the impression he would get a courtesy car if he made a claim. So he agreed to take out the policy.

Mr S later made a claim on his motor insurance policy when his car was stolen. His insurance company considered his claim, but said he wasn't entitled to a courtesy car. Mr S was unhappy because he felt he had courtesy car cover. So he complained to BISL on the basis it had mis-sold him his policy. Mr S also complained that after he took out his policy, he wasn't able to access his documents online. He was also unhappy that the brand of policy he took out had a different name than the one he thought he had agreed to.

BISL responded by saying that as the policy was taken out online it was sold to Mr S on an information only basis. It said Mr S would've had all of the available information about the courtesy car before he took out the policy. Also, BISL felt the policy wording was clear enough.

BISL also highlighted that Mr S was able to access his full policy documents online, and if he had concerns over any aspects of his cover he could cancel his policy during the cooling off period. BISL also said it had records that Mr S had logged into his online portal, so it believed he did have access to his documents. Finally, BISL confirmed the name of the brand of policy had no impact on the type of cover Mr S had taken out, as it was the same company.

Mr S complained to us. Our investigator didn't uphold the complaint. They felt, as the sale was on an information only basis, that there was sufficient information made available to Mr S before he took the policy out. They also felt he had access to his policy documents, so he could've queried any level of cover he had concerns about. And they agreed the brand name of the policy had no impact, as it was from the same company.

Mr S disagreed and asked for an ombudsman to review his file.

## **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'm not upholding it for broadly the same reasons that our investigator gave.

It's not in dispute that Mr S took his policy out online. This means the sale was done on an information only (non-advised) basis. This means BISL didn't recommend the policy. However, BISL did have a duty to provide Mr S with enough information so that he can make an informed decision about whether to take out the insurance policy.

And having considered all of the information BISL and Mr S have provided, I think there was sufficient information available to Mr S to make an informed decision.

Mr S says he wasn't given enough information regarding the level of courtesy car cover his policy provided. He also says he wasn't given the option to take out advanced courtesy car cover. BISL and Mr S have provided screen shots of what Mr S would've seen when he took out the policy. They also have provided me with copies of Mr S's policy's terms and conditions.

The screen shots show that additional information about the courtesy car was available to Mr S when looking at an overview of the policy. He did have to click on a 'i' icon to access it, but I think this is an acceptable way of providing this sort of information. This additional information explains that courtesy car cover applies when a vehicle is determined to be repairable. It also explains the cover will typically only last for the duration of the repairs. There is no further reference to the level of cover available, or if enhanced cover is available. Considering this is an overview of the policy, I'm satisfied it was clear enough on the main aspects of the courtesy car cover.

The fact a courtesy car is provided whilst an approved repairer fixes the insured car was also mentioned in the welcome letter Mr S had access to on-line. And this didn't mention that the policyholder gets one if their car is stolen or written-off.

I appreciate Mr S says he couldn't access his documents online. And – so far as he's concerned, this means he wasn't able to understand the full terms of his policy so he could cancel it within the cooling off period. He says he only got access to his policy online after he had called to update his information.

BISL has provided us with screenshots, which show the activity on Mr S's online account. It demonstrates that on the day after the sale was completed, Mr S logged in and completed the 'after sales registration'. BISL say at this point Mr S would've had access to his policy documents. Mr S strongly denies having access.

When I have a case where there is conflicting or inconsistent information, such as here, I have to decide what's most likely to have happened. So whilst I appreciate Mr S denies having access to his documents online, based on the information I've seen, I think it's most likely he did because he completed the after sale registration.

Finally, Mr S is unhappy that the name of the brand of policy he took out was different from the one he believed he agreed to. I can appreciate Mr S's concerns, as insurance policies can sometimes involve a number of different companies. In this case, I can reassure him that although the name of the brand is slightly different, he was insured by the insurer he thought his policy was with. And I'm satisfied he had the level of cover he agreed to take out. The policy was arranged and administered by BISL as a result of an arrangement they have with the insurer. Plus, the documents Mr S had access to after taking the policy, show the right brand name. I appreciate when he agreed to go ahead with the quote he didn't realise the specific brand or that BISL were involved, but I don't think he's lost out as a result of this.

So overall, I think BISL have fulfilled their obligations and as such has handled his complaint reasonably.

**my final decision**

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 S to accept or reject my decision before 4 December 2017

Tom Whittington  
**ombudsman**