

## **The complaint**

Mr M complains that Moto Broking Limited provided poor service to him in relation to the policy excess payable on his motorcycle insurance policy.

## **What happened**

Mr M's motorcycle was written-off in April 2020. His insurer deducted £400 for the policy excess from the settlement sum it paid, but Mr M said the deduction should have been £200. The insurer contacted Moto. A Moto advisor confirmed to the insurer and to Mr M that the excess was £400, but she said as there was some confusion about it, Moto would call Mr M the next day after looking into it further.

Moto advised Mr M the next day that there had been an error and that it would sort the issue out with the insurer, which it did the same day. The insurer agreed to send Mr M the £200 that was deducted in error and he received a cheque a few days later. Mr M complained to Moto that he'd faced distress and inconvenience as a result of its error. Moto apologised and offered him £20 compensation, which it later increased to £50.

Mr M wasn't happy with Moto's offer. He thought it should refund his premium (or at least half of it). And when he complained to this service, he said that as a result of Moto's error, he wasn't able to retain the bike's salvage.

The investigator who considered Mr M's complaint thought Moto had acted reasonably in offering Mr M £50 compensation. He said it had corrected its error quickly. He didn't think the issue with the excess had any effect on the bike's salvage. As Mr M didn't accept the investigator's view, the complaint was passed to me for review.

## **What I've decided – and why**

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

Moto accepts that it made an error, but I think it's clear from the documents and the call recordings that it dealt with the issue promptly. Mr M was put to some trouble in explaining the error to his insurer and in liaising with Moto about it, but it was resolved over a short period. I think the impact on a consumer of a minor error that's put right quickly is relatively small. So in my opinion, it was reasonable for Moto to deal with the issue as it did, by apologising to Mr M and offering him £50 compensation.

I think most of Mr M's distress appears to come from the fact that he believes Moto's error meant he wasn't able to retain his bike. Moto says it wasn't made aware of this issue, so it wasn't addressed in its final response letter to Mr M. Moto told us it didn't understand how the error could have affected the retention of the salvage. Mr M says being offered £200 less for the bike than was due made him not want to keep it, although he hasn't explained why.

The insurer offered him £2,200 for the bike, minus £400 for the policy excess. It said if he wanted to keep the salvage, a further £770 would be deducted. Had no error been made

about the excess, Mr M would have had the same sum deducted for the salvage, so Moto's error had no impact on that. And it was Mr M's decision whether it was worth it to him to retain the salvage. Many consumers chose not to do that, for various reasons.

As I think Moto acted reasonably in dealing with its error, I can't uphold Mr M's complaint.

### **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 M to accept or reject my decision before 28 May 2021.

Susan Ewins  
**Ombudsman**