

## **The complaint**

Mr P complains that Bennetts Motorcycling Services Limited trading as Bennetts unfairly cancelled his motorbike insurance policy.

## **What happened**

Mr P had a motorbike insurance policy bought through Bennetts, an insurance broker. In May 2021, about two weeks before his policy was due to renew, he called Bennetts to discuss his policy renewal and the premium quote he'd recently received.

Before looking at the renewal quote, Bennetts' agent asked Mr P whether his personal circumstances had changed. Mr P told her he was unemployed. The agent found that Mr P's current insurer wouldn't continue to cover him due to this change in his employment status.

The agent initially told Mr P she'd have to cancel his existing policy and find a new insurer but, after checking with a manager, she told Mr P she'd pass this to another team who'd check this with the underwriter. As it was the weekend, they wouldn't be able to do this until Monday. She advised Mr P not to ride his motorbike until her colleagues had spoken to the underwriter because he might not be covered if he needed to make a claim. Mr P was extremely unhappy with the situation and said he wanted to complain about this.

Bennetts resolved this with the underwriter two days later. It called Mr P and told him his current insurer would continue to cover him and offer renewal based on his previous occupation. Mr P remained unhappy. He complained that Bennetts had effectively cancelled his policy and discriminated against him because he was unemployed.

Bennetts apologised for any confusion during the call and offered him £50 compensation. It also found him a new insurance quote at a much lower price. Mr P didn't accept this and brought his complaint to this service. He also told us he'd been unable to attend two interviews because he wasn't able to use his motorbike.

Our investigator didn't recommend that Mr P's complaint should be upheld. He acknowledged there was some confusion during the call but was satisfied that Bennetts' agent told Mr P her colleagues would speak with the underwriter to clarify the situation. He thought this was the right approach. He didn't think Bennetts had prevented Mr P from attending interviews and didn't agree that it had discriminated against him. He thought Bennetts' £50 offer was fair.

Mr P disagreed with our investigator, so the case was passed to me to make a final decision.

## **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.

Most insurance policies say a customer must let the insurer know about any change in personal circumstances. This is because underwriters take account of a range of risk factors when deciding the premium, or whether it will insure a customer at all. A customer's job or

employment status is normally one of these risk factors.

Bennetts is an insurance broker. It's not responsible for the decisions made by Mr P's insurance underwriter. When Bennetts discovered Mr P's insurer might not continue to cover him because of his employment status, it did the following:

- Told Mr P it would check this with the underwriter.
- Said it couldn't do this until Monday.
- Advised Mr P not to ride his motorbike until it had done this.

I think this was exactly what Bennetts should have done. I appreciate Mr P was frustrated by being told not to ride until the matter was resolved, but this was entirely sensible. Insurers can often reject claims where customers don't tell them about a change in circumstances and that change would have affected cover. That might have been the case if Mr P had needed to make a claim.

Bennetts resolved the matter with Mr P's underwriter on the Monday, as promised. It told Mr P his existing cover would continue until expiry, and his current insurer would offer renewal based on the same terms. I'm satisfied that Bennetts resolved the matter as quickly as possible and when it told Mr P it would.

Mr P said he was confused about whether his policy was cancelled or not. For the avoidance of doubt, the policy was never cancelled and Mr P doesn't need to declare this on any future insurance application. I'm satisfied that Bennetts' agent told Mr P she wasn't cancelling the policy until her colleagues had spoken to the underwriter. I'm also satisfied that Bennetts confirmed Mr P was still insured and sent him an updated policy certificate confirming this.

As I said above, Bennetts isn't responsible for decisions by the underwriter. This includes pricing decisions. So I don't agree with Mr P that Bennetts discriminated against him when it quoted renewal premiums that were much higher than Mr P had previously paid. I note that it was later able to find Mr P a quote at a much more competitive price.

Finally, Mr P told us he'd been unable to attend two interviews because he couldn't use his motorbike and wants compensation for this. However, I note the following:

- Mr P didn't mention these interviews during the call to Bennetts or say that not using his motorbike would cause him any immediate problems. Instead, he mentioned that he'd wanted to ride later that afternoon.
- The agent asked Mr P if he had use of a private car. He said yes.
- The agent asked Mr P if his motorbike was his primary or secondary means of transport. He said secondary.

I think if P needed to use his motorbike for upcoming interviews he'd have told Bennetts during the call. And as Bennetts confirmed he was still insured two days later, I don't see how it prevented him from riding after that. So I'm not persuaded that Bennetts' actions prevented Mr P from attending any interviews.

I understand why Mr P was upset. He called to discuss his quote for the following year's cover and came away from the call thinking his insurance might be cancelled and his premium was about to double. I can also understand why he'd be angry that this was because he was unemployed and why he'd think this was discrimination.

However, for the reasons above, I don't think Bennetts did anything wrong. I think its £50 offer to apologise for any confusion during the call is fair. It's up to Mr P whether he wants to accept this. I won't be asking it to do any more.

**My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 March 2022.

Simon Begley  
**Ombudsman**