

## **The complaint**

A company, which I'll refer to as 'J', complains about the way One Sure Insurance Limited (trading as Compare HGV Insurance), handled the renewal of its commercial motor insurance policies and the subsequent cancellation of those policies.

Mr E brings the complaint on J's behalf. For ease I'll refer to Mr E throughout this decision.

## **What happened**

In April 2023 the motor insurance policies Mr E had taken out through One Sure were due to renew. He contacted One Sure to obtain quotes for insurance. After receiving quotes Mr E agreed to take out the policies, using a credit agreement to finance the premium, paying in monthly instalments.

In July 2023, Mr E asked for the policies to be cancelled. He was told that he would receive a refund. However, he was later contacted by One Sure to be told that he owed over £1000.00 on his account. Unhappy with the overall service provided by One Sure, Mr E complained to it and then brought his complaint to this service.

Our investigator looked into the matter but didn't think that One Sure had to do anything more. Mr E disagreed with the investigator's opinion. As no agreement could be reached, the matter has been passed to me to decide.

## **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.

It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr E. Rather it reflects the informal nature of our service, its remit, and my role in it.

### ***'Any Driver' cover not available***

Mr E is unhappy that he wasn't offered an 'Any Driver' policy when the renewal quotation was provided. He says that this impacted his ability to add drivers to the policy at short notice. One Sure has said that the majority of insurers on its panel didn't offer such cover for anyone who had previous bankruptcy or liquidation orders – which Mr E has. It said that only one insurer was prepared to offer this, but it would require the business to have more than one vehicle – which J doesn't have. One Sure explained this to Mr E in a call prior to the renewal and he accepted the policy cover following this conversation. So, I'm not persuaded One Sure has done anything wrong here.

I've noted Mr E has said he was provided with a quotation for a policy in the previous year which included 'Any Driver' cover. He therefore doesn't understand why this wasn't available

at renewal. As a broker, One Sure isn't responsible for deciding which risks insurers are prepared to accept. And if the insurer has made changes to the risk, that is not anything that One Sure would have control over.

### *Outstanding premium*

When Mr E cancelled the policies, he says he was told that he would receive a refund of £2600 but subsequently he received correspondence advising he owed over £1000 in outstanding premium. When this wasn't paid, the matter was passed to a debt collection company.

One Sure acknowledged that Mr E had mistakenly been advised that he would get a refund. It said this was because when the policies were cancelled, the amount that was still owed on the credit agreement hadn't been considered when the calculation was done. When a credit agreement is taken out to cover an insurance premium, this is effectively a loan and interest needs to be paid. And the agreement will come with its own terms which may include a charge from the finance provider. This means that even if an insurer refunds a proportion of the premium for the cancelled period, there may still be an amount to pay back in respect of the loan taken.

I appreciate this must have been frustrating for Mr E. I can see that One Sure attempted to contact Mr E via different methods once it became aware of the error and has provided information about how this has been calculated. So, whilst this error is unfortunate, I think One Sure did what it could to put this right as soon as it became aware.

### *Breakdown of charges*

When One Sure advised Mr E of the payment due, he asked for a breakdown of how this had been calculated – which was provided. Mr E says the breakdown isn't clear enough. Some of the adjustments made have been grouped together and he wanted to know the cost for every change he had made to the policy. One Sure advised that the breakdown of the premium did include some changes that had been grouped together. These couldn't be separated as they were adjustments undertaken at one time, and the insurer rated on the entire risk so it would be impossible to split out the individual elements.

I've thought about this point, and I understand why Mr E would want more detail on the figures. One Sure made a mistake initially about the refund of the premium and so Mr E wants to make sure it now has the right figures. But One Sure has explained that some of the changes Mr E made to the policy, such as adding drivers, were completed as one total adjustment and therefore individual costings aren't available. I'm satisfied that One Sure has explained why it cannot drill down into these individual elements.

Mr E has also referred to this breakdown not showing a refund for a change in truck plate as included. And a policy had been set up incorrectly for a short term loan vehicle. One Sure has said that the change in plate was actually provided at zero cost and this is why it doesn't show. It also said that while another policy was set up when a substitute vehicle was added as another was off the road, the additional premium charged during that time has been refunded. This therefore isn't part of the outstanding balance.

I'm satisfied that One Sure has provided explanations for Mr E's queries regarding the breakdown of his premium from renewal to the point of cancellation.

### *Adjustment fees*

As a result of not having 'Any Driver' cover, Mr E has said he had to make numerous changes to the policy in order to add named drivers if another had to be found at short notice. He says this has led to him incurring lots of adjustment fees. One Sure said that it feels it has been fair with the fees it has charged. It said that it didn't always charge a fee for every change, if a change had recently taken place it took that into account.

Having looked at the breakdown of charges, I can see that there are a number of adjustment fees that are charged on the commercial motor insurance policy and at a cost of £40 each, I do appreciate why Mr E may feel this is unfair as he couldn't have the cover he wanted. However, as previously mentioned, it is the insurers that decide what risks they will cover, not One Sure. So, the fact he hasn't been able to have 'Any Driver' cover isn't the responsibility of One Sure.

I've looked at the terms of business provided by One Sure and I can see that adjustment fees are included in here, so Mr E would have been aware of this cost. And in the same call with One Sure where it explained about why 'Any Driver' couldn't be provided, the call handler had a detailed discussion with Mr E about the adjustment fees, including when they would be charged and how much they would be. So, I'm satisfied One Sure made Mr E aware of these charges prior to taking out the policy and Mr E went ahead with the purchase knowing the charges he would have to pay.

In conclusion, while One Sure did make a mistake regarding the costs that would be charged when Mr E cancelled the policy, I'm satisfied that once it was made aware of the error, it rectified that mistake and gave Mr E the correct information. And I'm persuaded that One Sure has given Mr E all of the information available in relation to the breakdown of the insurance costs in order to reassure him that the amount due is correct. The information that has been provided shows that there is an amount still outstanding following the cancellation and so I'm satisfied One Sure has acted fairly when requesting the outstanding funds from Mr E.

### **My final decision**

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 25 December 2024.

Jenny Giles  
**Ombudsman**