

## The complaint

Mr P complains that One Call Insurance Services Limited ('One Call') didn't honour a membership offer when he wanted to add a second car to his car insurance.

## What happened

Mr P had a car insurance policy through an insurance broker, One Call. Mr P was a member of One Call's 'Platinum Club' scheme. This advertised several benefits, including the option to add an extra car to a member's existing insurance for £37.50 per month. Mr P believed he met the qualifying terms and, in February 2024, asked One Call to add a second car to his existing policy.

He applied for this through One Call's online chat function. At the end of the process One Call quoted him £95 per month to insure his second car. When Mr P queried this, One Call's agent told him his car didn't meet the criteria for the multi-car scheme so would have to be insured under a separate policy. Mr P quoted the offer eligibility criteria he'd seen on One Call's website, but a second agent told him that the offer was also subject to the insurer's criteria.

When Mr P complained One Call said the offer had a link to its terms and conditions, including: "*Eligibility is subject to approval based on further criteria and kept at our discretion.*" It later offered him £50 "*to cover any inconvenience or distress this may have caused.*" Mr P didn't accept this and brought his complaint to this service.

Our investigator recommended that the complaint should be upheld. She found that One Call's information about the scheme was misleading, and failed to give Mr P enough information to allow him to make an informed decision about his cover. She thought One Call should pay Mr P an extra £100 to reflect the distress and inconvenience this caused him.

Neither party accepted our investigator's recommendation. One Call believed its £50 offer was adequate, while Mr P didn't think our investigator's proposed increase was enough to compensate him for his loss. 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.

I think our investigator explained the situation well. One Call, acting as insurance broker, advertised a multi-car scheme allowing its Platinum Club members to add a second car to their existing insurance policies for £37.50 per month. However, it's the insurer who decides whether to take on the risk of insuring a customer and it's the insurer who, rightly, decides how it assesses and prices risk. This information is commercially sensitive, so doesn't have to be disclosed to customers. But it means that any decision on price is the insurer's.

The question is whether this was made clear to Mr P. I've reviewed the evidence provided by the parties about the offer.

During the February online chat, Mr P quoted the following section from One Call's website:

*"Eligibility is quite simple:*

- *The additional car has been registered in the last 20 years*
- *It doesn't exceed a value of £45,000 (£70,000 if fitted with a tracking device)*
- *You, or your spouse/partner own or lease the additional vehicle you want to add to your existing policy.*

*All we need is a few minutes of your time and we can have your additional car insured for a price of £37.50 per month. To add another car to the Platinum Club, you can speak to our team here."*

This doesn't mention any additional criteria or any separate decision by the insurer. It appears that the current version of the final paragraph now includes a reference to "*the criteria set out by the insurer*", but I think it's reasonable to believe Mr P quoted the live version during his online chat.

Also, One Call sent an email promotion to Mr P in April 2024, over a month after he discovered he wasn't eligible for the offer. This said: "*You can add a second, third or fourth car to the Club – and all for a **MAXIMUM** price of **£37.50 a month per additional car.**" In my opinion, a reference later in the email to "*further acceptance criteria*" isn't clear that any pricing decision will be made by the insurer or that adding another car to the policy might cost more than £37.50.*

The relevant industry rules have always required businesses to give clear information. This is now set out further under the Consumer Understanding outcome of the Consumer Duty principle. This explains that businesses must give consumers the information they need, at the right time, and presented in a way they can understand so they can make informed decisions.

I find that One Call's information was misleading. I don't accept One Call's argument that the offer made clear that it was subject to the insurer's separate eligibility criteria. I agree with our investigator's finding that the promotional material and other information available to Mr P created a reasonable expectation that he could add a second car to his existing insurance policy for £37.50 per month. I think discovering this wasn't possible caused him unnecessary frustration and inconvenience.

A consequence of this was that Mr P switched the cars under the One Call policy. It appears that this led to some confusion about the cost of insuring his second car and the renewal premium for his existing policy. While I don't think it would be fair to hold One Call entirely liable for this – this was a non-advised process – I think its failure to provide clear information about the offer added to Mr P's confusion.

Mr P was able to get cover from another insurer that cost £785. He says he suffered financial detriment of £335, representing the difference between his new policy and the One Call offer. I understand his logic, however that isn't fair here. The insurer was never going to cover Mr P's second car for £37.50 per month, based on its underwriting criteria. I don't think this can be considered a quote that the insurer, or broker, should have to honour. So I don't think this should be a starting point for his loss.

But One Call should compensate Mr P for the distress and inconvenience it caused. Mr P originally asked it to settle the matter for £200. I've considered the level of award this service makes in similar cases. Having done so, I think £200 is fair. One Call should pay Mr P an additional £150.

**My final decision**

My final decision is that I uphold the complaint and order One Call Insurance Services Limited to pay Mr P £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 17 December 2024.

Simon Begley  
**Ombudsman**