

## **The complaint**

Mr W has complained about the service he received from One Sure Insurance Limited when he needed to make a claim under his motor policy.

References to One Sure include all its agents and partners.

## **What happened**

Mr W took out his motor policy in February 2023 with One Sure acting as an intermediary for the insurer under varying delegated authorities for certain functions. I shall call the insurer A.

On 21 June 2023 Mr W parked his van. Sadly, it was damaged when parked by another driver. He contacted One Sure to make a claim, on a Saturday, using the contact details he had received from One Sure in the Welcome pack it had sent him back in February.

However, the call went through to another entity which I shall call L. This appeared to be some sort of claims management company or something similar.

Mr W said L confirmed to him on that call that it would now progress his claim. Mr W said however that L didn't progress his claim at all. So, in January 2024, Mr W contacted his insurer, namely A. A said it had never been contacted by One Sure or indeed L about his claim at all. A took over the handling of Mr W's claim consequently. But A passed Mr W's complaint about the delay up to when he contacted it back to One Sure in February 2024.

One Sure never issued any final response letter to Mr W's complaint over the delay in dealing with his claim from June 2023 until he contacted A in January 2024. One Sure said the matter was all the responsibility of L who answered Mr W's phone call when he was trying to contact One Sure. So, One Sure felt L was responsible.

Dissatisfied with this, Mr W then brought this complaint concerning One Sure to us. The investigator thought it should be upheld. She was of the view that it was One Sure whose phone number put Mr W through to L so as an intermediary on his motor policy with A, One Sure was duty bound to find out what happened as clearly L was working on One Sure's behalf, therefore the complaint was properly set up against One Sure. One Sure didn't agree with this but the investigator thought One Sure should pay Mr W £200 compensation. One Sure also didn't agree to this, so Mr W's complaint 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.

Having done so, I'm upholding this complaint along the same lines as the investigator. I'll now explain why.

Essentially on each of the letters and correspondence One Sure sent to Mr W when he took out his policy in February 2023, underneath its address written at the top right-hand corner, it has two numbers listed. One of them is marked 'claims'. It appears the one denoted as 'claims' was the phone number Mr W rang. And this is the number which L answered on that Saturday morning Mr W called to make a claim.

I consider that in providing a number for 'claims' in this way creates an expectation from a customer like Mr W that it should be used for claims. It also creates the extremely strong impression that this number belongs to One Sure and isn't a number for another entity altogether.

This is backed up by the wording Mr W signed on 22 February 2023 with One Sure. It says the following:

*'You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim. If we act on behalf of an insurer in negotiating and settling claims, we will inform you that we will be acting on behalf of the insurer, not yourself before your insurance arrangements are concluded and again at the point of claim.'*

Therefore, it's wholly inconceivable in my view that One Sure can't be held responsible for providing this telephone number to its customers to use in the event of a claim. That in turn means whoever or whatever entity that answers any call made to that 'claims' number is deemed to be under the direct control of One Sure. This is because there is simply no information provided by One Sure to a customer in Mr W's position that anyone but One Sure is going to answer that call to the 'claims' number.

In this decision I'm only considering this, not what L did or didn't do or indeed even whether L legitimately passed on the information to A. Or anything that A might have done or not done. We can see L certainly told One Sure about Mr W's contact given the documents One Sure have provided to us.

The salient point is that Mr W believed he was calling One Sure. There is no evidence at all that One Sure explained to Mr W or indeed any other customer that the entity who might answer this specifically denoted 'claims' phone number was going to be an entity that had nothing to do with One Sure in all reality either. Therefore, it's reasonable to assume the entity answering Mr W's phone call that Saturday was an agent of One Sure. Consequently, since Mr W never entered into any contract with L when he bought his policy and had no knowledge L even existed in this way, it's fair that One Sure is also responsible for any of L's failings.

Like everyone else involved in providing financial products to include motor insurance to consumers, the Consumer Duty is relevant here. I consider that at no point did One Sure ensure Mr W's understanding in the benefits or not of using this 'claims' number coherently. The primary failing that occurred for Mr W is that his claim was never progressed after L answered his call under this 'claims' number (under One Sure's name), until he called A in January 2024. That caused him significant delay and inconvenience.

So, if One Sure has an issue about this, it needs to direct that to L direct. It doesn't and shouldn't concern Mr W at all. That's a matter for One Sure and L to sort out between themselves.

Regardless, it remains undisputed that Mr W's claim was considerably delayed by using this 'claims' telephone number provided by One Sure. Therefore, it remains reasonable that One Sure should compensate Mr W for this delay.

I consider the amount suggested by the investigator of £200 compensation to be reasonable here. The delay actually caused Mr W a fairly significant level of inconvenience and upset. But the reason the compensation is merely £200 is that One Sure did however ensure Mr W knew it was merely an intermediary and not the insurer who actually needs to deal with any claim. So, on this basis I consider the amount of £200 is fair and reasonable in the particular circumstances of this complaint most especially.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require One Sure Insurance Limited to pay Mr W the sum of £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 3 January 2025.

Rona Doyle  
**Ombudsman**