

complaint

Mr H complains that when he renewed his motorcycle insurance policy through Swinton Group Limited, his broker, it gave him inaccurate information and did not deal with his complaint properly.

background

Mr H required the same cover at renewal as he had on his previous policy. He specifically asked if that was the case and was told that it was. Subsequently, after he made a claim on the policy, he discovered that two of the benefits offered in the previous policy were not present in the new policy. Swinton said that it was Mr H's responsibility to read through his policy documents and inform it of any discrepancies.

Our adjudicator upheld the complaint. In her view, Mr H's policy should have contained the same benefits, following his specific request. Swinton disagreed, and argued that the differences between the policies had had no impact on the claim against the insurer that Mr H had made subsequently.

Swinton asked that the complaint should be reviewed by an ombudsman.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr H is unhappy about Swinton's handling of his complaint in general. He considers it should not have been dealt with initially over the telephone and that he should have received a written response sooner than he did.

In my view, it can be useful to discuss complaints by telephone initially and I do not consider it wrong for Swinton to have done so. Swinton says it was not aware initially that Mr H remained dissatisfied, and in my opinion that is likely to be because many of the issues he raised related to the insurer and not to Swinton. At the same time, Mr H was receiving sales calls from Swinton, whilst he considered his complaint to be unresolved by it.

Swinton did apologise to Mr H for its poor service, although it did not specify to which aspects of his complaint it was referring.

In my opinion, Mr H should have been able to rely on the confirmation provided by Swinton when he made a specific request about the renewed policy terms. I accept that the benefits that were removed from the new policy made no difference to the claim he made to his insurer, and I also agree that consumers should read through all the policy documents sent to them. However, on balance I consider that given his very clear instruction to Swinton, he should not have had to check that Swinton had not complied with it, given Swinton's earlier assurance that the benefits were all in place.

On balance, I consider that Mr H experienced a moderate amount of distress and inconvenience as a result of Swinton's actions, and that a moderate sum in compensation is appropriate.

my final decision

My final decision is that I uphold this complaint. I require Swinton Group Limited to pay Mr H £75 for distress and inconvenience.

Susan Ewins
ombudsman