

## **complaint**

Mr B complains about the administration of his motorcycle insurance.

## **background**

Mr B took out a motor insurance policy to cover his motorcycle in November 2016. The policy was arranged by Bikesure Insurance Services – a trading name for Adrian Flux Insurance Services Group (Adrian Flux). For ease, I'll just refer to Adrian Flux in this decision when I'm talking about the acts and omissions of Adrian Flux Insurance Services Group or its agents.

Soon after taking out the policy, Adrian Flux wrote to Mr B asking him to contact them urgently to discuss some of the information in his policy documents. The letter confirmed that his insurance policy was in place but could become inadequate or invalid if he didn't contact them.

Mr B called Adrian Flux in December 2016. He was asked about his personal details including his occupation and was told that, based on the information he'd provided, his insurance couldn't continue. The call handler advised that Mr B would receive a letter confirming that his policy would be cancelled in seven days.

Mr B had several further conversations with Adrian Flux over the course of the same afternoon. It became clear that the first call handler had made a mistake in inputting Mr B's occupation and when that mistake was corrected his insurance was able to continue. In the meantime, Mr B had applied for insurance again online and found that Adrian Flux could offer him the same policy for a lower premium.

Mr B complained about the service he'd received from Adrian Flux and in particular the time he had to take to sort things out and the stress this had caused him. As a gesture of goodwill, Adrian Flux offered to match the cheaper quotation he'd found and to add a further £25 to recognise the errors it had made. It also offered to provide a full refund if Mr B wanted to cancel his policy. Neither of these offers were agreeable to Mr B so he brought the complaint to us.

Our investigator didn't think Adrian Flux's offers were fair. She recommended that Adrian Flux increase its offer of £25 compensation to £100 to recognise the impact its errors had had on Mr B. Adrian Flux agreed to this but Mr B was unhappy with the recommendation. He thought the offer should also take into account his loss of earnings when he had to cancel appointments to sort out the problem with his insurance. So the case has come to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Since Adrian Flux has agreed it made a mistake, all that's left for me to decide is whether it's done enough to put things right. So I've thought about the impact Adrian Flux's mistake has had on Mr B.

Mr B says he needed to keep his bike insured to comply with the terms of the credit agreement under which he bought the bike. He says he told Adrian Flux that he needed to sort the issue out on the same day as he wasn't comfortable with his bike being left uninsured overnight. So Mr B thinks it's fair for Adrian Flux to cover his loss of earnings for the afternoon he spent on the phone with Adrian Flux.

I've listened to the telephone calls between Mr B and Adrian Flux on 7 December 2016. In Mr B's first call with Adrian Flux, the call handler explained that his policy could either be cancelled immediately if he agreed or, if not, he'd receive a Road Traffic Act (RTA) letter giving him seven days' notice of cancellation. Mr B said he didn't want the policy cancelled that day so the call handler agreed to send the RTA letter.

I can understand that the situation was worrying for Mr B and he quite reasonably wanted to resolve it quickly. But I think it was clear from the first call that he had seven days before his policy would actually be cancelled. So, although Adrian Flux had mistakenly said it would need to cancel the policy, I don't think it gave the impression that this would happen immediately. So it wouldn't be fair for me to ask Adrian Flux to compensate Mr B for cancelling his appointments so that he could resolve the issue that same day.

This just leaves the overall experience Mr B had when he tried to resolve the discrepancy over his occupation. I've heard from the calls I listened to that Mr B had to repeat himself several times, explaining the situation and the error in his occupation. It took several lengthy conversations to sort out a simple misunderstanding and during those conversations the call handlers weren't always as helpful as they could've been.

This must all have been very frustrating and inconvenient for Mr B. So I agree with the investigator that Adrian Flux should pay Mr B £100 in recognition of the distress and inconvenience caused by its errors.

### **my final decision**

My final decision is that Adrian Flux Insurance Services Group should pay Mr B compensation of £100, inclusive of the £25 it has already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 August 2017.

Daniela Cirignano  
**ombudsman**