

complaint

Mr T complains that BISL Limited mishandled - and should reinstate - the no claims discount (NCD) on his motor insurance policy.

background

Mr T had earned NCD on his car insurance. He complained when BISL said he could not use it for a motorcycle.

The adjudicator did not recommend that the complaint should be upheld. He concluded that BISL had done nothing substantially wrong. He said that BISL acted correctly on the instructions of the insurer. He also said that BISL's refund of the amendment fee and the additional premium was adequate compensation for any letters misinforming Mr T about his NCD.

Mr T disagrees with the adjudicator's opinion. He says he had previously transferred NCD between cars and motorcycles.

my findings

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

Where the evidence is incomplete, inconclusive or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I accept that Mr T had sold his car and obtained a certificate that he had earned seven years NCD. He went onto a comparison website. I do not consider that BISL was responsible for the information which that site contained about NCD.

Mr T sent BISL the proof of NCD and I am not satisfied that BISL communicated with Mr T as clearly as it should have. It sent him standard reminder letters. They did not help him to identify the real issue – that the insurer would not accept the transfer to his bike policy of the NCD earned on his previous car insurance.

So Mr T wasted some time on writing letters. And he was upset and put to some trouble when BISL said he had to pay an additional premium and an amendment fee. BISL later refunded the amendment fee and the additional premium. Therefore I do not conclude that it would be fair and reasonable to order it to pay Mr T compensation for distress and inconvenience.

I do not consider that it is usual practice for insurers to accept the transfer of NCD from cars to motorcycles. Therefore I do not conclude that BISL treated Mr T him unfairly or unreasonably by informing him of this.

I have looked at the documents provided by Mr T. But I am not persuaded that he recalls correctly that he had previously transferred NCD from a car to a bike.

In any event, Mr T was aware of BISL's position – and wrote a letter of complaint – about four weeks before the second anniversary of the expiry of his car insurance. I find it likely

that Mr C checked with other providers but was unable to find one which would allow him to use his NCD for his bike.

So I do not conclude that it would be fair and reasonable to order BISL to say that Mr T now has eight years' NCD - or to make any other redress to him.

my final decision

For the reasons I have explained, my final decision is that I do not uphold this complaint. I make no award against BISL Limited.

Christopher Gilbert
ombudsman