

The complaint

Mr H complains about the role played by his broker, Abbey Insurance Brokers Ltd (AbbeyAutoline), in a claim he made under his motor insurance policy following an accident.

This decision covers Mr H's complaint to this service in January 2023 about AbbeyAutoline's involvement in his claim. It doesn't consider the role of the insurer (A) under the policy and their handling of the claim (the subject of a separate complaint to this service). Nor does this decision consider the circumstances, details, or outcome of the claim (or the accident that led to the claim).

Your text here

What happened

Mr H had a motor insurance policy taken out through AbbeyAutoline, with a separate insurer (A). In May 2021 Mr H was involved in an accident with a third party and made a claim. The claim was eventually settled in October 2022, when liability for the accident (and costs relating to the accident) was accepted by A.

Mr H was unhappy at the time taken to assess and settle the claim, so asked AbbeyAutoline to help in his contact with A. AbbeyAutoline forwarded communications from Mr H to A and similarly forwarded responses back from A to Mr H.

However, Mr H wasn't happy with aspects of how the claim was being handled so complained to AbbeyAutoline. They issued a final response in September 2022, though this said they'd raised Mr H's concerns with A because, as Mr H's broker, they'd had no direct involvement in the handling of the claim. They also noted that, as a broker, they had no control over the level of premiums under a policy as they were determined by the insurer.

Unhappy at AbbeyAutoline's response and their involvement with the claim with A, Mr H complained to this service. He didn't feel they'd scrutinised the claim or responses from the insurer as they said they would and were just acting as a postbox in sending his comments to the insurer and sending their responses back to him. As they'd refused to consider a complaint against them, he had to complain to this service. He thought if AbbeyAutoline had acted appropriately the claim would have been dealt with more quickly (and closed before the date of his last policy renewal). As they hadn't been, his premium was higher than it would otherwise have been. He'd also spent a lot of time trying to get updates on his claim and to progress it – which caused him distress and inconvenience.

Mr H wanted compensation for what had happened and for AbbeyAutoline to establish when the initial settlement under the claim was agreed (with the third party's solicitor) and why the insurer didn't clarify whether it was in full and final settlement of the claim. Not doing this meant he was exposed to a potential future personal injury claim.

Our investigator didn't uphold the complaint, concluding there wasn't any action for AbbeyAutoline to take. She noted Mr H contacted AbbeyAutoline as he wasn't getting responses from A after the accident, as he thought AbbeyAutoline could help expedite the claim. The investigator concluded AbbeyAutoline had passed on all the correspondence to

the insurer without delay (as she would expect a broker to do) and so hadn't caused any delay in the claim process. She thought AbbeyAutoline had acted fairly and reasonably.

Mr H disagreed with the investigator's view and asked that an ombudsman review the complaint. While he accepted brokers operated within certain general parameters, AbbeyAutoline had said they would scrutinise the insurer's handling of the claim and would push the claim forward for him. And the claim would be reviewed by their Chief Executive office. But this didn't happen.

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.

My role here is to decide whether AbbeyAutoline have acted fairly towards Mr H.

The key issue in Mr H's complaint is he feels AbbeyAutoline didn't scrutinise the claim or responses from the insurer as they said they would and were just acting as a postbox. He thinks if AbbeyAutoline had acted appropriately the claim would have been dealt with more quickly (and closed before the date of his last policy renewal). As they hadn't, his premium was higher than it would otherwise have been.

In looking at the issue, I've considered what we'd expect of a broker in these circumstances. I think it's reasonable to expect them to act as an intermediary to help the claims process. Looking at the exchanges between Mr H, AbbeyAutoline and A, that's what they've done in passing issues raised by Mr H to A and from A to Mr H. They also make suggestions to Mr H at different times.

However, the responsibility for handling the claim, determining the outcome and any consequent settlement (be it for Mr H and/or any third party) lies with A as the insurer of the policy. It doesn't lie with the broker, whose principal role is (as appropriate) to help a consumer choose from a range of insurance policy options to get them the best and most appropriate policy given the consumer's needs and circumstances. This is reflected in the *Terms of Business* document produced by AbbeyAutoline which includes the following overall description of their role:

"We are an insurance intermediary who act honestly, fairly and professionally in accordance with your best interest. We act on your behalf at all times except for the collection and refund of premiums when we act as the agent of the Insurer. Our services include assessing your demands and needs and offering advice on the appropriate insurance, arranging and managing cover with the insurers, and making mid-term adjustments to your insurance. Where appropriate we may offer you carefully selected products and services connected with your insurance, these are sold separately and are non compulsory."

This doesn't explicitly mention support in claims handling, though it would be reasonable for the broker to assist a policyholder in their dealings with an insurer in respect of a claim. But this wouldn't constitute claims management. And while Mr H may have expected AbbeyAutoline to do more than they did, I don't think it's reasonable to hold them responsible for the time taken for the claim to be settled, the outcome of the claim, or the impact on Mr H's premium the claim may have had (either as an unsettled or settled claim).
Your text here

My final decision

For the reasons set out above, it's my final decision not to uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 August 2023.

Paul King
Ombudsman