

## The complaint

Mr S is complaining that One Call Insurance Services Limited (One Call) didn't assist him get a hire car that he was entitled to through his car insurance policy.

## What happened

In November 2021 Mr S took out a car insurance through One Call – a broker. On 5 May 2023 Mr S was involved in an accident where his car suffered damage. He called One Call to look to get support in making use of the guaranteed hire car cover that was provided alongside his car insurance policy. He ultimately complained that a hire car wasn't given to him and he says he's out of pocket as a result. He's unhappy that he says he was given conflicting information throughout and passed between departments. He wants One Call to refund the amount he paid to hire a car.

I issued a provisional decision not upholding this complaint and I said the following:

*"I should first set out that I acknowledge I've summarised Ms S's complaint in a lot less detail than he has presented it. Ms S has raised a number of reasons about why he's unhappy with the way One Call has handled this matter. I've not commented on each and every point he's raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this service. I assure Ms S, however, that I have read and considered everything he's provided.*

*I note Mr S is unhappy that he wasn't provided with a hire car and he holds One Call responsible for this. However, I don't think it is. I've looked at the terms of the Guaranteed Hire Vehicle Policy and this clearly sets out that this policy is provided by the insurer – i.e. not by One Call. One Call had a responsibility to explain to Mr S how to use the policy, but it wasn't responsible for providing the hire car. However, it did need to give Mr S clear information when asked about how to use it.*

*Mr S has helpfully provided his itemised call list and I can see that, on 7 May 2023, he called the telephone number the Guaranteed Hire Vehicle Policy says to call to make a claim. So I'm satisfied he was aware how to claim off the policy. Mr S has also provided copies of the webchat conversations he had with One Call where he was looking for guidance. I've read the transcripts and I'm satisfied he was given advice on how to claim through the policy.*

*I recognise Mr S has said he was continually passed between departments and companies. But I can't hold One Call responsible for anything the insurer did or did not do. If he is unhappy with the way the insurer has handled the claim, he should contact the insurer directly.*

*Ultimately, in summary, I haven't seen anything to show that One Call, as the broker, has given Mr S any false or misleading information that's caused him to be out of pocket.*

Mr S didn't agree with my provisional decision. In summary, he raised the following points:

- He'd evidenced that he'd phoned the claims number numerous times and queried if I'd seen this. He said every time he called he hoped a different agent would answer the phone and provide him with a hire car. He queried why would he call during a stressful time for any other reason other than to get a hire car?
- He highlighted that the optional hire car cover was a separate product he was provided with and wasn't part of his car insurance policy and he queried if I was aware of this.
- He said the hire car was an add on product which was sold by One Call as the broker. And he said it had nothing to do with the insurer.
- He wanted me to set out where he clearly failed in his actions to get the hire car.
- He said One Call and the insurer are based in the same building and he said the insurer was registered as closed on Companies House. So he said One Call was acting fraudulently if it was answering calls on behalf of a closed company.
- He said the individual who signed the certificate of insurance on behalf of the insurer is also a compliance director for One Call.

One Call didn't respond to my provisional decision.

### **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.

I note all the points Mr S has raised, but they don't change my opinion.

I would like to make it clear that I'm not saying Mr S has done anything wrong in the way he's looked to get his hire car claim covered, nor am I saying he isn't at fault. I've not considered whether the claim was handled fairly by the insurer or its agents, nor whether it should have been paid or not. In this decision, I'm simply looking at One Call's actions as a broker. Its role, as a broker, was to give Mr S enough information to understand how to make a claim and, for the reasons I set out in my provisional decision, I'm satisfied it did.

I fully appreciate that Mr S telephoned the claim number a number of times and ultimately hasn't had his hire car claim covered. But One Call, in its responsibility as a broker, wasn't responsible for the handling of the claim – that was the responsibility of the insurer. Mr S will need to raise this with the insurer.

I also note Mr S has raised some regulatory concerns about the insurer and its relationship with One Call. I'm aware that One Call and the insurer are linked, but they are still separate legal and regulatory entities and are each individually responsible for their responsibilities. And, crucially, the fact that they are linked does not mean One Call is responsible for the actions of the insurer.

Ultimately, Mr S is complaining about the "*effecting and carrying out of a contract of insurance*" – namely the Guaranteed Hire Vehicle policy. But, as I've said, regulatory responsibility for that rested with the insurer as set out in the policy's terms and conditions. As the insurer is not a party to this complaint, I cannot comment on its actions (or the actions any representative it may have used) in this decision.

### **My final decision**

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2023.

Guy Mitchell

**Ombudsman**