

The complaint

Miss A complains about how Hyperformance Ltd (trading as insureyourmotor.com) dealt with her renewal after she added a named driver to her policy.

What happened

Miss A has car insurance with her insurer arranged through Hyperformance Ltd.

In April 2021 Miss A contacted her insurer to amend the vehicle details on her policy and also add her brother as a named driver. There was an additional premium for the changes of approximately £120.

In August 2021 Miss A was sent a renewal invitation from her insurer. Since the policy wouldn't automatically renew Miss A needed to contact the insurer to take out the policy. During that call Miss A says she agreed to renew on the same basis as last year's policy since there hadn't been any changes.

In June 2022 Miss A's car was clamped and impounded. Miss A's brother needed a copy of the insurance certificate in order to get the vehicle released. Miss A wasn't able to locate a copy so she called the insurer to request one.

Miss A says when the documents were received she noticed there were no additional drivers on the policy. So after she got the car released she called the insurer again to find out what happened.

Miss A was asked whether she checked the policy details when it came up for renewal. She says it was a renewal of the previous policy so she can't remember if she read it. Miss A says she was told someone would call her back but they didn't.

Miss A says when she finally got a call back she was told her brother could be added to the policy for an additional £189 for the remainder of the policy, which was three months. But she didn't want to do this and was told someone would call back. No-one did.

Miss A called back again and asked for a copy of her policy. When she was sent a copy she noted her brother's name had been added to the policy, but she hadn't agreed to the amendment.

At the end of July 2022 Miss A's brother was added onto the policy and the additional premium was waived, together with the administration charge of £50. Miss A wasn't happy with the service she received and so she complained.

Hyperformance accept the renewal documents didn't include any additional drivers, despite one being added part way through the previous year's policy. It said the renewal documents were sent to Miss A and she was asked to check the details were accurate prior to renewal. Miss A didn't do this and subsequently confirmed the policy renewal. And amendments to the policy after the renewal would likely trigger an increase in premium. Hyperformance says had Miss A informed it of the correct information during the renewal call the premium would

have been adjusted accordingly. Hyperformance accept the additional driver was added back on the policy without Miss A's consent, and the level of service and misinformation provided wasn't as it should have been. It said as a result it agreed to remove the admin fee and the additional premium to resolve the complaint.

Miss A didn't agree and so referred her complaint to this service. One of our investigators looked into things for her. She said she was upholding the complaint and recommended Hyperformance pay Miss A £200 to reflect the distress and inconvenience caused by the matter.

Hyperformance didn't agree and said it had resolved the matter at no extra cost to Miss A. Miss A disputed the offer of compensation since she said key points had not been considered. She said it took her six weeks to try and resolve the matter. She spoke to a number of different people in trying to sort the matter out and was promised call backs but didn't receive them. Miss A says she also had to deal with issues in her family relationships as a result of the error on the policy. Because neither party agreed the complaint has come to me to decide.

My provisional decision

I recently issued a provisional decision setting out my thoughts on the key complaint points and how I thought matters might best be resolved. I said;

"First I want to recognise the impact this complaint has had on Miss A. I don't doubt the frustration and upset she suffered as a result of her brother no longer being named on her policy coupled with the time and effort it took to sort out.

The service provided

I can see Miss A has had a frustrating experience with Hyperformance. She has been provided with different explanations and has been caused trouble and upset in getting an answer from Hyperformance.

I have listened to all the calls provided to me by Hyperformance and have heard Miss A being told the following;

- *Promises for call backs that don't happen*
- *Being told by renewals that customer care needed to deal with the matter, then being told by customer care that renewals should deal with it.*
- *Being told her brother had never been named on the policy, and then told he was.*
- *Being told an additional premium would need to be paid to add her brother to the policy, and then he was added without payment. The payment was then requested before it was waived*
- *Being told the error was due to Hyperformance and then being told Miss A would need to pay more for the policy as a result.*

The renewal call

I have listened to the renewal call between Miss A and Hyperformance. Miss A is asked if she received the renewal documents and she says she did. Hyperformance asked her if the documents were correct in respect of people allowed to drive the car, car details, etc. Miss A has a quick check through the policy and says the details are correct. So the renewal proceeds on that basis.

Miss A confirmed the policy documents had been sent to her. She had some weeks between the renewal documents being sent to her and the date the previous policy expired to notify Hyperformance if there were any changes that needed to be made. I haven't seen anything in the notes to suggest this happened. And so I don't think Hyperformance acted unreasonably or unfairly in renewing the policy in line with Miss A's instructions, and I think there was opportunity to check and amend the policy either before or after it renewed.

Renewal documents

Miss A amended her previous policy to update the vehicle details and add a named driver. She paid £50 in administration fees to make this change. So when her policy documents were sent to her prior to renewal it's reasonable that she thought no material changes would have been made to the policy and that it was largely as the previous year. Indeed she confirms as much during the renewal call.

Hyperformance accept the error in not including the named driver on the renewal documents so when Miss A called to renew she assumed he was already on the policy, as he had been the previous year.

But it is for Miss A to ensure the policy suits her needs and the information provided is accurate.

Conclusion

When a business makes a mistake, as Hyperformance accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

Ultimately Miss A had a policy with a named driver and when it renewed the named driver wasn't on it. This meant the price Miss A agreed to during the renewal call was incorrect since it wasn't based the policy with a named driver – but Miss A believed the price included her brother and so proceeded with the renewal on that basis.

I think Hyperformance's error caused Miss A stress and upset when she wasn't able to ascertain what had happened and resolve it quickly and easily. Hyperformance added the named driver to the policy at no extra cost to Miss A and waived its £50 admin charge to make the amendment. And I think this is fair.

Our investigator recommended Hyperformance pay a further £200 to reflect the distress and inconvenience caused by the matter. The Ombudsman Service's approach to awards for compensation can be found on our website. Essentially our role is not to punish the business.

It is clear to me that Miss A has gone to a lot of trouble contacting Hyperformance Ltd and this service in order to resolve her concerns. Miss A's brother was also not insured to drive her vehicle when she thought he was, and the whole matter has caused her a significant level of stress. And so to reflect this, and the inconvenience caused, I think compensation in the amount of £350 is fair and reasonable and is broadly in line with the awards which we make for trouble and upset as set out on our website. So I intend to direct Hyperformance to pay Miss A £350 in resolution of her complaint.

I know my answer will be disappointing to Miss A who has provided compelling testimony about the effects of the complaint on her life and health. However, I don't think it would be fair for me to ask Hyperformance to compensate her for everything that happened following the complaint. Much of it wasn't foreseeable and I'm not able to hold Hyperformance

responsible. And Miss A contributed to the matter by failing to check her documents before renewing the policy.”

I invited both parties to send me any further evidence or comments they wanted me to consider.

Hyperformance accepted my findings. Miss A didn't add anything further.

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.

In light of the fact that Hyperformance agreed with my findings and Miss A had nothing further to add to the findings set out in my provisional decision (which I've reproduced here and which forms part of this final decision), I'm satisfied it represents an appropriate way to resolve the dispute. For the reasons set out above I'm upholding Miss A's complaint.

Putting things right

Hyperformance should pay Miss A £350 to reflect the distress and inconvenience caused.

My final decision

For the reasons I've explained I uphold Miss A's complaint and direct Hyperformance Ltd (trading as insureyourmotor.com) to pay Miss A £350.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 16 January 2024.

Kiran Clair
Ombudsman