

The complaint

Mr G has complained about his motor insurance broker One Sure Insurance Limited because it took money from his credit card account and then delayed paying it back.

What happened

Mr G arranged cover via One Sure. Its role was to administer the policy. The premium agreed for cover for Mr G was subject to his no claims bonus details. One Sure tried to get confirmation of the bonus from Mr G's previous insurer, but was unable to do so. One Sure subsequently took an additional premium from Mr G. When Mr G provided detail of his no claims bonus to One Sure, it agreed to refund the additional premium. It took three phone calls and a complaint for it to return most of the £84.00 which had been taken, £1.50 remained outstanding.

Mr G brought a complaint to the Financial Ombudsman Service. He felt it was unfair that One Sure had taken money without his agreement and/or without telling him. Also that it had taken so much effort to get the money returned. He noted that in respect of part of the money One Sure had said it would return this to him, only to retract that when he said he was going to complain. He felt that was unfair.

Our Investigator confirmed with One Sure that it would repay the outstanding £1.50. He felt that One Sure had tried to let Mr G know that it hadn't been able to get the detail regarding the bonus – meaning an additional premium would be taken. He noted it had then taken some effort for Mr G to have his money repaid – but he didn't think that amounted to the level of inconvenience fairly requiring monetary compensation. So he wasn't minded to recommend One Sure pay anything more to Mr G.

Mr G said he disagreed with the outcome. He felt One Sure had acted poorly and that the Financial Ombudsman Service should be reprimanding it.

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 understand Mr G is frustrated about what has happened with One Sure. But in considering his complaint I must bear in mind One Sure's role. One Sure absolutely had a duty to him. I'm satisfied though that One Sure had tried to obtain the bonus detail and that when it hadn't been able to it did attempt to contact Mr G. I can see that it wrote to him by email and post. I know Mr G was unaware of the attempted contact – but I can't reasonably have expected One Sure to do anything more than that.

I can see that because One Sure wasn't able to forward the bonus details to the underwriting insurer, the underwriting insurer revised the premium. One Sure took that additional premium from Mr G – but it didn't keep it. The underwriter charged the extra premium, and

when the cover was adjusted following receipt of the bonus details it was the underwriter that refunded sums to One Sure. I can see that when Mr G raised concerns with One Sure about the sums being refunded, One Sure acted to pay additional sums to him.

I know Mr G is upset that one such sum was offered and then retracted, temporarily at least. I can see why Mr G saw this as One Sure trying to persuade him to not complain. I think One Sure could have explained things better to Mr G at that time – but it seems it was already looking to refund that sum in question as an informal resolution to the situation which it was already viewing as a complaint. I can see why, from One Sure's point of view, that it couldn't provide an informal resolution if Mr G wasn't agreeable to it resolving the complaint.

An additional premium of £84.00 was taken from Mr G. He's acknowledged receiving sums of £24.32, £42.88 and £15.30 from One Sure, totalling £82.50. One Sure has agreed to refund the remaining £1.50. I'm satisfied that's fair and reasonable. I appreciate that Mr G has had to expend some effort to gain the total refund – but this service doesn't award compensation for any and all upset suffered. Rather we accept that some inconvenience is to be expected when dealing with matters such as this. Nor is it our role, even where clear failures occur, to reprimand or punish respondents. I'm satisfied that Mr G, receiving the full additional premium back, fairly and reasonably concludes matters.

My final decision

I'm satisfied Mr G should receive a further £1.50 in full refund of the additional premium charged of £84.00. I require One Sure Insurance Limited to pay Mr G £1,50.

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

Fiona Robinson
Ombudsman