

## **The complaint**

Mr D has complained about the way BISL Limited (“BISL”) has handled the renewal of his car insurance policies.

## **What happened**

Mr D had been taking out car insurance through BISL since 2020. He believed he had some No Claims Discount (“NCD”) which he had built up over the years with his previous insurers. But BISL set his policy up in 2020 with no NCD attached to it. This meant when his policies renewed in 2021 and 2022 Mr D had fewer years’ worth of NCD entitlement than he thought.

Mr D says BISL didn’t use the correct NCD that he was entitled to. He said he believed the NCD follows a customer from insurer to insurer and that he definitely had NCD from his previous policies elsewhere that BISL should’ve taken into account. He also said BISL had removed things from his policy that he’d had previously, like cover to drive other vehicles. And that BISL was charging him extra to take that cover out now. So he complained to BISL.

BISL said Mr D’s policy was set up over the phone and the policy documents from the time show that there was no NCD entitlement. As he had been with BISL for two policy terms, it confirmed his NCD entitlement was two years at the time he made the complaint – not as much as Mr D thought he had. It asked Mr D to provide proof of his NCD from previous insurers, as it had no evidence of NCD from Mr D or from his previous insurers when Mr D took out the first policy with BISL in 2020.

Mr D said he thought BISL were being dishonest about the situation and wanted this service to look into things.

Our investigator considered all the evidence, including what Mr D had told her, but didn’t uphold the complaint. She thought BISL didn’t know about the NCD and so it hadn’t done anything wrong by not applying it to his policies.

Mr D didn’t agree with our investigator, so the complaint has now come to me to decide.

## **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.

Having done so, I’m afraid I’ve decided not to uphold Mr D’s complaint. I’ll explain why.

Mr D says that things he’s always had included in his car insurance policies were removed, such as cover to drive other cars. I can understand how confusing and frustrating that must have been for Mr D. But as BISL is the broker here, and not the insurer, it can’t determine what type of cover is included in policies, or how much the insurer charges for them.

I’ve looked at all the information both Mr D and BISL have sent us – and I can’t see evidence of any NCD that Mr D would’ve been entitled to prior to the 2020 policy. This doesn’t mean that I don’t believe Mr D – what he’s saying about the NCD he’d built up previously may well

be correct. But I'm afraid as BISL say they don't have evidence of it, having asked Mr D to provide proof, I don't consider they've acted unfairly.

I've considered whether BISL made a mistake when the policy was first taken out in 2020 over the phone. It's unfortunate that the recording of that phone call isn't available, but the policy documents sent to Mr D after that call confirm that no NCD was applied. And Mr D didn't raise this at the time. Mr D has said he didn't notice this at the time due to his dyslexia, and that his children who looked at the documents didn't notice it either. But I'm afraid I still can't say BISL has done anything wrong, because I don't have enough evidence to show that a NCD should have been included in those policy documents.

If Mr D is able to contact his previous insurers and obtain evidence of his NCD from before 2020, then he should provide this to BISL.

I'm sorry to disappoint Mr D, but I won't be requiring BISL to do anything differently here.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 June 2024.

Ifrah Malik  
**Ombudsman**