

The complaint

Mrs L complains that U K Insurance Limited trading as Direct Line Car Insurance didn't change her car on her insurance policy when she asked it to.

What happened

Mrs L has a car insurance policy with Direct Line. In June 2019 Mrs L purchased a new car and called Direct Line to swap the car on her insurance. She explained that she didn't need to change the car until the following Monday and was given the cost of how much her direct debits would increase to. The advisor said he would save the quote for her to call in on the Monday. They then had a conversation about an increase to Mrs L's mileage. Mrs L was then transferred to another department to pay for the increase to the mileage.

In August 2019 Mrs L was pulled over by the police as she didn't have insurance for her car. She complained as she had telephoned Direct Line to say that she had a new car and to get it switched over. She said she'd been paying her premiums and feels that Direct Line made the error that led to her being pulled over.

Direct Line explained that the telephone call made it clear that Mrs L asked for a quote only and said she would call back the following Monday if she wished to proceed. It explained she hadn't paid a higher premium and it was up to her to ensure she was covered. During the investigation into her complaint, Direct Line asked Mrs L whether English was her first language. Mrs L was very upset with this and felt she'd been discriminated against. Direct Line offered to refund Mrs L's premiums during the time her car wasn't covered. It also offered £50 compensation as it felt it could've handled the conversation about her complaint better.

Our investigator didn't uphold Mrs L's complaint. He explained that the advisor in the call made it clear that he had saved the quote and that he hadn't switched the cars on the policy. He also explained that he didn't think the advisor looking at the complaint was trying to upset Mrs L but that he felt the £50 Direct Line offered was fair.

Mrs L disagreed and asked for an ombudsman to reach a decision. She explained she had asked to change her car and this should've been done. The mistake led to her having her car impounded and she had to go to court. She also feels she was treated differently by the advisor over the phone when complaining.

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.

Insurance for Mrs L's new car

I've listened to the call where Mrs L asked to change her car. It's clear that this was her intention, especially as she had told Direct Line that she had sold her old car. I also think that Mrs L finished the call thinking she was covered. But I've had to decide whether I think Direct

Line did enough to notify Mrs L that she wasn't covered for her new car. And I think that it did. I'll explain why.

During the call Direct Line told Mrs L how much the increase on her direct debits would be to change the car. Mrs L then asked whether she could call back on the Monday. At this point Direct Line made it clear that it was saving the change as a quote. Throughout the call Mrs L also asked if it could offer a better price and Direct Line confirmed that it had given her the best price available. The conversation continued to the mileage change. Mrs L wanted to increase her mileage and wanted to pay for the increase on that call. Just before Mrs L was transferred to pay for that increase Direct Line confirmed it had saved the car change as a quote for Monday.

Whilst I don't doubt that Mrs L thought she was then covered, I do think Direct Line made it clear it was a quote and wasn't a confirmed change. And in any event I can see that Direct Line sent Mrs L a new policy schedule on 7 June 2019 (the same date as the call) which showed the mileage change but that the registration of the car was the same as her old car. So, I think Direct Line did enough to show Mrs L that she wasn't covered for her new vehicle. I also can't see that Mrs L's premiums changed, which would've also alerted her that she might not be covered for her new vehicle. It was Mrs L's responsibility to ensure that she was covered for the vehicle she was driving so I don't think Direct Line made an error here.

I can see Direct Line offered to refund Mrs L's premiums that she's paid for the months that her old car was covered instead of her new car. Mrs L declined this offer and it would be up to her to contact Direct Line if she would like to reconsider.

Customer service

Mrs L has also complained about the way she was treated during her calls with Direct Line after she found out she wasn't covered. Specifically, she is unhappy that she was asked whether English was her first language. I can understand why this may have been upsetting to Mrs L, but I can see that Direct Line has acknowledged that it could've dealt with this call better. It has given Mrs L £50 compensation and I think this is fair.

I've listened to the call and I can't see Direct Line was treating Mrs L differently. I think it was trying to determine what had happened and whether it had done enough originally to make Mrs L aware that she wasn't covered which I'd expect it to do in all situations when problems like this happen. So, whilst I can see why Mrs L was upset by the question, I think Direct Line has recognised this and has done enough to put this right. And I can't see that Mrs L was treated any differently when it investigated the issues she'd experienced.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 23 November 2020.

Charlotte Wilson
Ombudsman