

The complaint

Miss M complains that esure Insurance Limited (“esure”) won’t provide her with a letter of indemnity after she was stopped by the police for driving her car without a valid motor insurance policy.

What happened

On 13 April 2020, Miss M bought a motor insurance policy with esure online through a price comparison website. The policy documents were made available to Miss M on the same day through esure’s online portal.

On 20 April 2020, Miss M was stopped by the police while driving her car. They pointed out that her insurance documents related to a different car with a different registration number. They said she would be prosecuted for driving without insurance, for which she would receive a fine and penalty points on her licence.

Miss M complained to esure. It issued amended policy documents, at an increased premium, as from 21 April 2020 when Miss M had contacted it to tell it of the error. However, it didn’t accept it had made any mistake in administering her policy.

It said that policies accepted through a price comparison website were handled by an automated process without esure viewing the information they contained. When the policy documents were issued, policyholders were asked to check the information they contained to ensure it was accurate, and to contact esure if changes were required. But Miss M hadn’t contacted esure until after she was stopped by the police. So esure wasn’t prepared to assist her further regarding the prosecution.

Miss M complained to us. She said she had paid esure for insurance, and thought it should provide her with a letter confirming she would have been covered if she had had an accident.

Our investigator didn’t recommend that this complaint should be upheld. He pointed to the following terms of Miss M’s policy:

“Your policy wording

This policy booklet gives you full details of your cover. Your policy is made up of:

- *Policy Booklet*
- *Optional Extras Booklet (if applicable)*
- *Schedule*
- *Certificate of Motor Insurance*

These documents need to be read together as they all form part of the terms and conditions of the policy. It’s really important that you understand the cover that you have bought and that it meets all your needs.

Your Schedule is a summary of all the details you have given to us and tells you the cover we have agreed to provide. Please check this to make sure everything is correct. If something is wrong or needs to be changed during the year, please call us on 0345 603 7874. This is important so your cover does not become invalid.

All these documents, including updated versions, can be found in your Customer Portal should you need to refer to them or require copies. You have access to your Portal 24 hours a day. Please ensure you have created a login and password for this."

The policy schedule issued to Miss M on 13 April 2020 also contained the following prominent wording:

"What you need to do now

Please check this document carefully.

It contains all the information you provided to us. You are required to take reasonable care that this information is true and complete. If the information is wrong, incomplete or changes during the year, call us immediately on 0345 603 7874 and tell us the changes. Otherwise, we may reject or reduce any claim you make or even treat you as being uninsured."

So the policy documents made it clear Miss M was responsible for ensuring all the information provided to esure was correct, and if it wasn't, she would need to contact it. Miss M entered the information on the price comparison website which was passed through to esure. The policy documents which were made available to Miss M on esure's portal on 13 April 2020 clearly highlighted the car which was to be insured by the policy, which wasn't Miss M's car.

Miss M failed to check and correct the information on the policy documents before she was stopped by the police. So the investigator couldn't say that esure had done anything wrong, or ask it to do anything further.

Miss M responded to say, in summary, that she couldn't understand how this had happened to her. She had taken out and paid for an insurance policy. However, she had been left with no insurance at all – not even third party. She wanted esure to provide a letter saying it would have covered her at least for the minimum insurance legally required if she had had an accident.

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.

It's a legal requirement that a driver must have a valid insurance policy in force for a motor vehicle before they take it out on the road. When Miss M was stopped by the police, the policy she had in force didn't cover her car.

The reason Miss M was driving without insurance was that she failed to check the documents esure issued to her. We expect policyholders to do this when they take out an insurance policy. Esure isn't willing to say it would nevertheless have provided cover in respect of her car if it had been involved in an accident. This isn't something I can reasonably require it to do.

My final decision

My decision is that I don't uphold this complaint, and make no order against esure Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 21 January 2021.

Lennox Towers
Ombudsman