

## **The complaint**

Miss M is unhappy with the service provided by UK Insurance Limited (trading as Churchill) when she asked about changing the details of her motor insurance policy.

## **What happened**

Miss M had a motor insurance policy with Churchill. She was recorded as the main driver and registered keeper of the vehicle. Her twin brother was recorded on the policy as an additional driver. In June 2022 Miss M used WhatsApp to ask Churchill how she could change the registered keeper of her vehicle on her policy. She said she wanted to put her brother as the main driver and registered keeper. And add herself as an additional driver. The conversation wasn't clear and Miss M said she understood from what she was told that her policy wouldn't change if she made the changes she outlined. So, she changed the registered keeper of the vehicle into her brother's name a few days after the WhatsApp conversation. But then found she would have to pay about £1,000 more to insure the vehicle in his name. So, she complained to Churchill as she thought it should take responsibility for the information it had given her.

Churchill partly upheld the complaint. It said it had given Miss M the correct information about the cover it was able to provide. But accepted there was some miscommunication later in the conversation. It apologised and said it would pay £50 for the inconvenience caused. Miss M wasn't happy with this outcome. She said she'd followed Churchill's advice and that had resulted in her having to pay increased premiums on the car. She also said she couldn't use the £50 Churchill had agreed to pay as it was in her older brother's name and not hers.

Our investigator thought Churchill should do more to resolve matters. He said Churchill should pay Miss M £100 for the distress caused by its miscommunication. And for the further distress it had caused for paying the £50 it had offered to a third party.

Miss M didn't agree with the investigator's view but said she didn't want to challenge it. She said she had since renewed her insurance with another provider. Churchill didn't accept the investigator's view. It said Miss M's policy was never changed or cancelled so there was no financial loss or any real inconvenience. And it said Miss M's older brother was acting as her representative on her complaint, which is why it had sent the payment to him.

## **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've looked very carefully at the conversation Miss M had with Churchill and I think it's worth outlining some of that here. Miss M explained that she wanted to put her brother as the main driver and registered keeper. And add herself as an additional driver. Churchill's agent said they couldn't provide a quote due to the change in ownership and said the car can be registered to her parents, with a leasing company, a spouse or partner. They said it cannot be covered if registered to a relative's name. And she would "need to transfer the ownership

in your name". Miss M said that was fine and asked if she would need to do this via DVLA or on the website, and whether the insurance would be done again or continue as normal for now. The agent said it would continue as normal and said they would update the notes that she would be transferring the ownership in her name. And added, "Yes – please contact DVLA". Miss M queried that response as she said she was not transferring the ownership into her name and wanted to transfer it into her brother's name. She said she would contact DVLA. And the agent replied, "Yes – you can do that". Miss M thanked the agent for their help and the conversation ended.

Churchill has accepted the conversation was confusing. While it thought the agent had initially made Churchill's position clear, it recognised they hadn't done enough to confirm its position towards the end of the conversation when matters became more confused. It felt the agent should have re-confirmed and re-clarified its position that it couldn't offer cover if the ownership was transferred to Miss M's brother. And it thought more should have been done to ensure Miss M didn't contact DVLA without knowing Churchill wouldn't be able to offer the cover they wanted.

I think that's a fair assessment of the conversation. Miss M made it clear what she wanted and explained what she was intending to do with the information she was given. There's no dispute she was given a confusing answer and I think it's fair to say Churchill missed opportunities to clarify the position.

Churchill has noted that it was Miss M's brother who contacted it by WhatsApp, not Miss M. Her brothers confirmed that when they spoke to Churchill. But I don't think that has a bearing on this complaint. The agent wasn't aware of that when he was responding to the WhatsApp questions, and I don't think it would be fair to use it as an excuse for the lack of clarity in the conversation.

So, I agree with both parties that the communication was poor, and I can understand why Miss M might have left the conversation thinking she could change the registered keeper and it wouldn't affect her policy. But what was the actual impact on Miss M?

Churchill has said Miss M's policy was never changed or cancelled after the WhatsApp conversation, so there was no change in the premium. And Miss M has told us she chose not to renew her policy and instead took insurance with another provider at a much lower premium that she thought was a very reasonable price. So, I agree with Churchill that there's been no financial loss.

Churchill has also said that, as the complaint was raised by Miss M's older brother, it followed its own process by paying him the compensation rather than Miss M. I find that a little strange as Miss M was the policy holder (and Churchill's customer) and her brother was simply representing her. So, I would have thought it more appropriate to pay Miss M for the inconvenience she was caused rather than her brother. But complaints handling isn't an activity that falls within the remit of this service, so I won't comment any further on that issue.

### **Putting things right**

Despite there being no financial loss, Miss M has suffered a certain amount of worry and inconvenience due to Churchill's poor communication. She changed the registered keeper of her vehicle into her brother's name on the basis of the conversation she'd had with Churchill. And then found out she would have to pay a lot more than she was otherwise led to believe. It's clear from the telephone calls Miss M and her brothers made to Churchill that they were upset by the situation. I think it's right that Churchill recognise that upset by paying compensation. And I think a payment of £100 would be a fair and reasonable amount in all the circumstances.

### **My final decision**

For the reasons given above, I uphold Miss M's complaint and direct UK Insurance Limited trading as Churchill to pay her £100 for the trouble and upset caused by its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 January 2023.

Richard Walker  
**Ombudsman**