

The complaint

Mr A complains that Complete Cover Group Ltd (CCG) didn't properly complete his request for a change of vehicle on his policy leaving him uninsured.

What happened

Mr A purchased his motor insurance policy through CCG. Part way through his policy he changed his car and so contacted CCG to let them know. They updated the information on their system and took a payment from Mr A for the change. They updated his monthly payment agreement and emailed the underwriter of Mr A's policy so they too could update the details they held. However, when emailing the underwriter, the incorrect email address was used and so the cover wasn't updated.

Two months later Mr A received a letter from the motor insurance database (MID) which alerted him to the problem. He called CCG who quickly identified the issue and spoke to the underwriter backdating the cover to when the change occurred.

Mr A didn't think this was enough to put things right and so brought his complaint to us. He felt that he deserved to be compensated for the error as it could have had serious consequences if he had been involved in an accident while uninsured or had been stopped by the police as he could have had his car taken from him. Our investigator upheld the complaint, in summary she said, while we could only look at what had happened and not what might have happened, she recognised there had been an amount of inconvenience caused to Mr A and so asked CCG to pay Mr A £50 in recognition of this.

CCG accepted the investigator's findings. Mr A did not – he said he didn't think £50 was enough to reflect the financial position he would have found himself in if anything had gone wrong during those two months.

The matter has now been passed 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.

I realise that I've summarised this complaint in less detail than the parties and I've done so using my own words. I've concentrated on what I consider to be the key issues. The rules that govern this service allow me to do so. But this doesn't mean that I've not considered everything that both parties have given to me.

Having read and considered the whole file, I've reached the same outcome as the investigator and for broadly the same reasons. I'll explain, but in doing so I'll keep my comments to what I think is relevant. If I don't comment on a specific point, it's not because I haven't considered it, but because I don't think I need to comment on it in order to reach the right outcome.

There is no dispute that CCG made a mistake and didn't let the underwriter know Mr A's car had changed. But as soon as it was aware of the problem it rectified it and backdated the cover to when the change actually occurred. This means that there is now no period of uninsurance and if there were any retrospective claims made Mr A would be covered under the policy as he should have been.

I completely understand Mr A's point of view that he could have been in a far worse position if something had happened. But I think I should reassure Mr A that's not the case, as had something happened before CCG had rectified things, they would have made sure that he was indemnified under the policy as it was their error. So, Mr A was never in danger of being left in a worse financial position than he is now.

I appreciate Mr A feels strongly about this but my role here is to assess the compensation due to him based on what actually happened and not on 'what ifs'. I accept that getting the letter from the MID as he did would have been worrying for Mr A, and it also put him to inconvenience to have to call CCG to sort things out. But CCG acted quickly as soon as they were made aware of the issue and apologised to Mr A and put him straight back into the position he would have been in if the error hadn't occurred.

Based on the above I'm satisfied that £50 compensation along with the apology they have already given to Mr A is in line with what I'd expect in the circumstances.

Putting things right

CCG should now pay Mr A £50 for the inconvenience and upset caused to him if they haven't done so already.

My final decision

For the reasons set out above my final decision is that I uphold this complaint and now require Complete Cover Group Ltd to carry out the actions as set out under the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 February 2023.

Amber Mortimer
Ombudsman