

The complaint

Mr O complains that poor communication from First Central Insurance Management Limited's (First Central) caused him to be pulled over by the police for not having a motor insurance policy.

What happened

Mr O was pulled over by the police on 13 January 2024 for driving without insurance. He says this was close to his home and caused him embarrassment and distress. Mr O says he received emails from the business that told him he was insured up until the end of 13 January. But this wasn't the case as his policy lapsed on 12 January. He says First Central should extend his cover by 24 hours so he can show the police he was insured to drive. He also asks for £700 in compensation.

In its final complaint response First Central says Mr O switched off the automatic renewal function on his policy on 22 December 2023. It says an email was sent on this day providing him with the opportunity to renew his policy. A further email was sent on 11 January 2024 reminding Mr O his policy was due to expire on 13 January. First Central says the wording in these two emails may have been misleading. But that Mr O was only covered for 12 January up to 12am on 13 January.

First Central declined to provide a letter of indemnity for Mr O to provide to the police and said his complaint hasn't been upheld.

Mr O didn't think he'd been treated fairly by First Central and referred the matter to our service. Our investigator didn't uphold his complaint. He says First Central hadn't made any errors. He says the policy end date and time is confirmed in the policy schedule, certificate and in the statement of fact documents Mr O had been sent. He says the policy expired on the date First Central confirmed in its emails.

Mr O didn't accept our investigator's findings. He says he wasn't advised the policy would end on 12 January 2024. This led him to believe he was insured until the "*general ending time*" of 11.59pm on 13 January. Mr O points to another ombudsman's decision for a similar complaint. He says this sets a precedent, which supports his argument here. Because he didn't agree with this outcome Mr O asked for an ombudsman to consider his complaint.

The matter has 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.

Having done so I'm not upholding this complaint. I'm sorry to disappoint Mr O but I'll explain why I think my decision is fair.

I've checked Mr O's policy documents including his schedule, certificate, and statement of

fact. This shows his policy expired at 11.59pm on 12 January 2024. I think it's clear from this that Mr O wasn't insured to drive on 13 January.

I've thought about whether the emails First Central sent to Mr O on 30 & 31 December 2023 and 11 January 2024, misinformed him that he was insured to drive on 13 January.

I've seen a copy of the email First Central sent on 30 December 2023. This tells Mr O his policy is due for renewal in 14 days' time. It says, "*your cover for [car registration] will expire on 13.01.24*". The email doesn't say the policy will expire at 11.59pm. This is an assumption Mr O made.

The email dated 31 December 2023 is largely a repeat of the previous one. Only it says the policy will now expire in 13 days on 13 January 2024. The email dated 11 January confirms there is two days left before the policy expires on 13 January.

I've thought about Mr O's view that First Central implied he was insured until 11.59pm on 13 January 2024. But I don't agree. The emails it sent were reminders telling Mr O his policy expired on 13 January. This is correct. There was no cover in place on 13 January. None of the documentation or email reminders told Mr O his policy expires at 11.59pm.

As discussed Mr O's policy documents confirm when his policy cover ends. And his renewal documents confirm the new policy begins at 12.00am on 13 January. Mr O could reasonably have checked to see if he was insured to drive on this day. As it was he assumed, incorrectly, that he was insured until 11.59pm. I note Mr O's comments that 11.59pm is considered, "*the general ending time*". But I don't agree. Insurance policies vary regarding the time-of-day cover comes to an end. This can also, for example, be at midday.

Having considered all of this I don't think First Central misinformed Mr O. Or that it was responsible for him being pulled over by the police for driving without insurance. It follows that I don't think First Central treated him unfairly when it declined to arrange for a letter of indemnity to show cover was in place on 13 January 2024.

I've read the decision Mr O highlighted that was written by another ombudsman. It's rarely the case that two disputes involve exactly the same circumstances and evidence. I've considered this decision, but I'm satisfied my decision is fair based on the information I've read relating to Mr O's case.

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 O to accept or reject my decision before 27 May 2024.

Mike Waldron
Ombudsman