

## **The complaint**

Mr N complains esure Insurance Limited trading as Sheilas' Wheels (esure) informed the police of incorrect details of his motor insurance policy cover after he was stopped whilst driving.

## **What happened**

In February 2021 Mr N was stopped by the police whilst driving a car and they said he was driving without insurance cover on it.

The police contacted esure through the motor insurance bureau (MIB) and it confirmed he had a motor insurance policy at the time he was stopped, and it included the driving other vehicles extension. It also informed the police of stipulations to the coverage, which included the vehicle he was driving must have its own insurance.

Mr N said esure didn't provide the correct information to the police and this resulted in the car he was driving being seized, and prosecution proceedings started against him. Mr N said in September 2021 esure changed its stance to the police and said he did have insurance to drive the vehicle in question. Which meant the prosecution against him was dismissed.

Because Mr N was not happy with esure, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said they saw esure provided appropriate factual information to the police and so it had not acted unreasonably, and they could not ask it to do anything different.

As Mr N is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

In this case I'm only able to look at the action taken by esure. I am unable to look at any action taken by the police based on information provided to it by esure. In this case I have considered if esure acted fairly when providing information to the police in 2021.

I looked at Mr N's motor insurance schedule document and it says;  
*"The policyholder may also drive a car that is not owned by them, or hired or leased to them under a hire purchase or leasing arrangement providing they have permission to drive the car.*

*Cover is only in force if:*

- The car is insured by the owner*
- It is being driven in the UK, the Isle of Man or the Channel Islands*
- You still have your car and it has not been sold, written off or damaged beyond cost effective repair.*

*The cover is limited to Third Party only. Please refer to the Policy Booklet, Renewal Updates, and Certificate of Motor insurance for limitations of cover”.*

In early February 2021 Mr N was stopped by the police whilst driving a car. Mr N believed he was covered under the terms of the motor insurance policy he held with esure, because it included the driving of other vehicles. The police contacted MIB and asked for information about his motor insurance cover. I looked at the notes provided from this date and saw esure confirmed Mr N had the driving other cars (DOC) extension on his policy. And as per the terms and conditions of the DOC extension *the vehicle he was driving must have its own insurance*. The police found he was driving a vehicle which did not have its own insurance in place.

In September 2021 the police contacted esure and asked again about Mr N's motor insurance policy. I looked at the email esure sent in response to the police request and saw it said;

*“Mr N does have the driving other vehicles extension on their policy and therefore cover would be confirmed as long as the vehicle was insured in its own right and the below terms were met:*

*Mr N may also drive a car that is not owned by them, or hired or leased to them under a hire purchase or leasing agreement providing they have the owner's permission to drive the car.”*

I recognise Mr N said he had months of worry over the outcome of a criminal case, and I am sorry for this. However I can only look into esure's actions. Considering the actions of how the justice system used the information provided by esure isn't within my jurisdiction and so I am unable to consider it in this complaint.

I am satisfied that on the two occasions information was requested by the police, esure provided accurate information in relation to Mr N's motor insurance policy cover at that time. The information given was the same on both occasions, and it did not give any new or different evidence or information at the second request.

Although I recognise Mr N will be disappointed, I don't uphold his complaint about esure and I don't require it to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 26 November 2024.

Sally-Ann Harding  
**Ombudsman**