

## **The complaint**

Mr S has complained that Liverpool Victoria Insurance Company Limited trading as LV failed to automatically renew his motor policy as agreed.

## **What happened**

Mr S had a policy for his car with LV which was due to renew on 28 February 2024. Mr S said he telephoned LV on 16 January 2024 who confirmed that his policy was due to auto renew and that the first payment was due to be paid by Mr S on 28 February 2024.

However, on 28 February 2024 Mr S was stopped by the police. His car was noted to be uninsured and so it was impounded. When Mr S contacted LV on 2 March 2024, LV said it was its error his policy didn't renew. So, it renewed his policy and back dated it to the original renewal date, with no difference in any premium and issued a letter for the enforcement agents explaining it was LV's error and not that of Mr S. It refunded the fee for the police confiscating Mr S' car and the storage charges in the sum of £322. It also paid the first monthly payment of the premium on Mr S' behalf in the sum of £136.76. Lastly it paid Mr S a total sum for compensation of £350.

Mr S was also charged by the police for failing to stop, resisting arrest, refusing to be breathalysed, plus of course for the fact his car was uninsured. LV said it wasn't responsible for any other charges Mr S was charged with by the police except for being uninsured.

Mr S remained very aggrieved and brought his complaint to us. The investigator didn't think that LV needed to do anything further. She agreed that LV wasn't responsible for any other charges that the police have brought against Mr S, except for driving whilst uninsured. Mr S remained very aggrieved and didn't agree with the investigator's view. On that basis, his complaint 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'll now explain why.

I appreciate that Mr S will be very disappointed with my decision. However, my role and that of this service is to consider, given there is no dispute that LV failed to renew his policy in error, whether LV has done enough to rectify the matter and to put Mr S back in the position he ought to have been in. I consider it has.

LV cannot be responsible for any decisions Mr S made himself as a consequence to being stopped by the police. Therefore, it cannot be responsible for the fact that Mr S decided to refuse to stop when the police asked him to; that he decided to resist arrest and that he decided to refuse to be breathalysed. I consider it was only Mr S' decisions to decide to deal

with the matter in this way, which means there is no reason to hold LV responsible for any of the consequences of Mr S' decisions in this regard. Also, this service has no authority to look at any of the actions the police took. That remains a matter between Mr S and the police only.

Obviously, it was wrong that LV failed to renew Mr S' policy as it said it would do. In these sorts of circumstances, this service expects the insurer to provide a policy for its policyholder backdating it to the date when cover should have started and matching the original premium price. We also expect an insurer to provide a letter of indemnity confirming it was the insurer's fault the policyholder was uninsured at the time the police stopped them. We also expect the insurer to cover the costs of getting the car out of the pound and any storage charges which in Mr S' case amounted to £322.00. And lastly, we would expect the insurer to pay compensation for the distress and upset caused. All this LV did. It paid a total of £350.00 compensation. I consider the amount of compensation paid to be reasonable and in line with our stated approach on such matters as more detailed on our website. Mr S confirmed he had no transport costs in getting his car out of the pound as a friend drove him there.

LV also paid Mr S first month's premium instalment of £136.76 ensuring Mr S wasn't in any financial difficulty in essentially having to cover two months' premium instalments at the same time. I consider this is also reasonable and fair and indeed both considerate and generous.

Therefore, I consider LV did everything it should have done to rectify the position for Mr S. Consequently, I don't consider it's under any duty to do anything more.

### **My final decision**

So, for these reasons it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 November 2024.

Rona Doyle  
**Ombudsman**