

The complaint

Mrs P and Mr P say that Tesco Personal Finance Limited didn't issue Mrs P's motor insurance policy documents, leading to Mr P not being insured when he had an accident.

What happened

Mrs P bought a policy on 28 January 2023 (policy one) with Mr P as a named driver on it. She cancelled policy one an hour later. Around 15 minutes after that, Mrs P called Tesco again, to try to have it reinstated. Tesco said it wasn't possible and that a refund had already been issued. Mrs P and Mr P then found another policy (policy two) with Tesco online and bought it just over an hour after policy one was cancelled.

On 13 November 2023, Mr P had an accident, and the other driver made a claim on Mrs P's policy (policy two). Tesco told Mrs P that Mr P wasn't named as a driver on it, so he had no cover. It said it would deal with the other driver's claim in line with its obligations under the Road Traffic Act, which meant it was entitled to recover the sums it paid out on the claim from Mrs P and Mr P. Mrs P wasn't happy with the way Tesco acted in relation to that issue, including its guidance on the *Consent and Indemnity* form it had asked her to sign. And she said she only ever got a partial set of documents from Tesco (for policy one, on which Mr P was named as a driver). She said she didn't get a cancellation letter for policy one, so she thought that policy was in place – and she didn't know Mr P wasn't covered by policy two.

One of our Investigators reviewed the complaint Mrs P and Mr P made to us. She was satisfied that Tesco had issued the cancellation letter for policy one and the documents for policy two by post, but she said their *delivery* was the responsibility of the postal service. She thought Tesco had shown that Mrs P had viewed the documents online. The Investigator also thought that if Mrs P and Mr P didn't receive the documents they expected by post, they should have queried it with Tesco.

Mrs P repeated that she only got some of policy one's documents by post. She said Tesco didn't upload policy one, policy two, or the cancellation letter to the online portal, and she provided screenshots of the portal as evidence. The Investigator said she thought Tesco had shown that Mrs P viewed the cancellation letter online 20 minutes after cancelling policy one. She said the policy documents were generated automatically by Tesco's system, and she thought the pages from policy one that Mrs P had copied to us were from a full set.

Mrs P said she wanted a review of her complaint by an Ombudsman.

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.

We can only review the issues a consumer has already complained about to a business, so that it has had the chance to respond. Tesco has obligations under the Road Traffic Act, and it's entitled to recover its outlay on the other driver's claim from Mrs P and Mr P. They aren't

happy about the way Tesco handled the process, but we're not able to review that issue, as they'll have to raise their concerns with Tesco before we can do so.

Mrs P told Tesco her preferred method of communication was by post. We think if a business can show that it issued documents by post, it can't be held responsible if they aren't delivered. Mrs P says she got the policy schedule for policy one through the post (although she also sent us a copy of the *Certificate of Insurance* and the *Statement of Fact* for that policy). It's not clear how Mrs P only received a partial set of documents – but she could have queried that with Tesco at the time.

Mrs P says she doesn't understand why policy one documents were sent to her at all (given that she had cancelled it). She says that caused confusion later on. But policy documents are issued immediately by Tesco's system, so they were sent at the point policy one was bought. It wasn't an error on Tesco's part to issue them. And as Mrs P had signed up for the online portal (although she told us she didn't use it) Tesco has shown that it uploaded policy one to the portal shortly after she bought it. The screenshot Tesco provided of the portal doesn't show that Mrs P viewed it, but I think the chance for her to do so was there.

Tesco has also shown that it sent the cancellation letter for policy one to Mrs P by post, and that it was uploaded to the portal around half an hour later. I can't see anything to show that Mrs P viewed it. If she didn't get the letter by post, that wasn't Tesco's fault. But in any event, she called Tesco shortly after she had cancelled policy one and was told the cancellation had gone ahead. Mrs P says she checked her bank account and that the premium had been returned. So there's no doubt that she knew policy one had been cancelled - and that meant any documents she'd received for policy one were then irrelevant.

It was then a matter of setting up another policy. It seems Mr P did that online, but unfortunately his name wasn't added as a driver. Tesco has shown that policy two was set up at 2.41pm on 28 January 2023 and that the policy documents were printed and sent to Mrs P at that point. Again, I don't think it's Tesco's fault if Mrs P didn't receive them by post. The details sent to us by Tesco show that policy two wasn't available to view on the portal. Technically, I think it should have been on there, but that wasn't Mrs P's stated method of communication anyway, and Tesco had posted the documents to her, as required.

I think Mrs P should have been expecting *two* sets of policy documents (plus a cancellation letter) by post, in line with her stated communication preference. If she only received one set of documents, in my opinion, the onus was on Mrs P to contact Tesco to query what had happened. There's a duty on consumers to ensure they check the content of their insurance policies, to confirm that all the details set out in them are correct. Mrs P also had the option of checking the portal - and if she thought the documents weren't showing on there, of querying it with Tesco. But she says she didn't look at the portal at that point, and she didn't query the lack of policy documents received by post until after the accident 10 months later.

The screenshots Mrs P has provided of the portal show that policy documents for the extra products she bought in November 2023 / October 2024 (such as legal cover) were added to the portal, and that she viewed some documents in February 2023. Mrs P's screenshots don't show that policy one or the cancellation letter were on the portal, which conflicts with the evidence provided by Tesco. I can't account for the disparity, but I don't think it makes a difference to the outcome of this complaint.

Mrs P had asked for the documents to be sent to her by post, and she didn't use the portal, so whether the documents were on there or not isn't relevant, in my opinion. I think the most significant issues are that Tesco can show it sent all the documents to Mrs P by post, in line with her preference – and that she didn't query not receiving them. That meant she and Mr P weren't aware that Mr P wasn't on policy two as a named driver.

I sympathise with Mrs P and Mr P, as they have found themselves quite unexpectedly in a difficult financial situation. But as I don't think they have shown that Tesco is to blame for what happened, I can't uphold their complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 26 March 2025.

Susan Ewins

Ombudsman