

## **The complaint**

Mr B and Mrs B complain that esure Insurance Limited gave them ambiguous information about a motor insurance policy.

## **What happened**

The subject matter of the insurance and the complaint is a car, made by a premium-brand car-maker and first registered in 2020. Mr B acquired the car.

For the year from 20 October 2023, Mr B had the car insured on a comprehensive policy with esure. The policy covered him as the policyholder and Mrs B as a named driver.

On 7 October 2024, Mr B contacted esure about cover for driving the car in continental Europe.

Mr B complained to esure that it had given ambiguous information.

By a summary response dated 9 October 2024, esure told Mr B of his right to bring the complaint to us.

Mr and Mrs B asked us to investigate. He said that esure's wording was ambiguous and left him unsure whether the cover would be fully comprehensive while driving in the European Union.

Our investigator didn't recommend that the complaint should be upheld. He didn't think that esure had acted unreasonably.

Mr and Mrs B disagreed with the investigator's opinion. They asked for an ombudsman to review the complaint. Mr B says, in summary, that:

- The IPID (Insurance Product Information Document) should state fully comprehensive in Europe or green card areas for up to 90 days.
- The esure marketing website states fully comprehensive European Cover. However that does not form part of the policy terms and it could be changed.
- He has an email from esure confirming fully comprehensive in Europe but esure refused to update his IPID.
- There are no doubt numerous other exposed clients.
- We should investigate and ensure the correct documentation is issued.

## **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.

The Financial Conduct Authority (“FCA”) is the regulator of financial firms. The FCA’s dispute resolution rules are binding on the Financial Ombudsman Service.

We may investigate a consumer’s complaint against a financial firm. Where we uphold a complaint about an unfair act or omission, we look at the impact on the complainant consumer and we may direct the firm to take steps to put that right for that consumer.

Mr B has quoted the esure website as saying that it gives all policyholders 90 days of free cover per policy year when driving in the Green Card Circulation Area and it would honour a comprehensive policy.

However, Mr B could not reasonably be expected to rely on such information, unless it was reflected in the policy documents.

Esure sent us the policy schedule and insurance certificate from October 2023. Neither of those documents says anything about cover for driving abroad.

Mr B sent us an Insurance Product Information Document IPID that includes a policy start date of 20 October 2024. So the IPID had been tailored so that it was specific to Mr B. The IPID also included the following:

*“Where am I covered?*

*Comprehensive cover: In the UK, the Isle of Man and the Channel Islands, and travelling between these islands*

*Minimum cover required by law (usually equivalent to third party only cover) within any country which is a member of the European Union or is part of the Green Card Free Circulation Area. A full list is provided in your policy booklet”*

So this states that while the car was within the EU or Green Card Area, cover would usually be third party (rather than comprehensive).

And (insofar as EU member countries are within the Green Card Area) it’s also a reasonable summary of the relevant policy term “07 Where you’re covered to drive”.

However, esure gave Mr B written confirmation (by webchat and an email dated 9 October 2024) that it would honour his fully comprehensive cover while driving in the Green Card Area. I’m satisfied that was enough to allay Mr B’s concern about what might happen if he were involved in an incident while driving abroad.

As esure gave that confirmation promptly and in writing (and it’s recorded in this final decision), I don’t find it fair and reasonable to direct esure to send Mr B a revised IPID or policy booklet. For the same reasons, I don’t find that esure caused Mr B or Mrs B distress and inconvenience at a level for which it would be fair and reasonable to direct esure to pay compensation.

## **My final decision**

For the reasons I’ve explained, my final decision is that I don’t uphold this complaint. I don’t direct esure Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 14 July 2025.

Christopher Gilbert

**Ombudsman**