

## **The complaint**

Mrs M complains about the service provided by esure Insurance Limited ('esure') when she made a mid-term adjustment to her motor insurance policy.

## **What happened**

The background to this complaint is well known to Mrs M and esure. In this decision I won't repeat in detail what's already known to both parties, instead I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mrs M took out a motor insurance policy with esure. The policy began on 12 January 2024. On 5 July 2024, she contacted esure via webchat to add her daughter to the policy as a named driver. In January 2025, Mrs M's policy was due to renew. She contacted esure to question why she was being charged a premium again for her daughter - as she believed she'd paid for 12 months of cover for her daughter in July 2024.

esure explained that the additional premium paid in July 2024 was to add her daughter to cover the remainder of Mrs M's policy term. Mrs M complained, as she was unhappy and said this wasn't made clear to her. esure didn't uphold the main part of Mrs M's complaint, but they offered £100 for the failure to call Mrs M back as promised after she raised a complaint.

Unhappy with esure's response, Mrs M referred her complaint to our Service for an independent review. Our Investigator considered the complaint, but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

### *The scope of my decision*

My role here in this complaint is to decide if esure fairly dealt with Mrs M's request to make a mid-term adjustment to her policy, the information she was given during a web chat and also sent afterwards. It's not in dispute that esure let Mrs M down when failing to call her back when she expressed dissatisfaction. They've awarded £100 compensation for this failing and I'll decide if that award goes far enough to put things right.

### *My key findings*

Having carefully considered the evidence in this complaint – including the detailed representations made by Mrs M, I don't uphold this complaint for the main reasons below.

Mrs M has said that she wasn't made aware that she was paying an additional premium to add her daughter as a named driver under this policy only until policy renewal (January 2025) and not for 12 months.

The web chat transcript provided stated the following (bold added for emphasis by Ombudsman):

*"Thank you for all of that. Based on the information you've provided, your total additional premium is £2,065.48. This includes the £26.00 administration fee that you have been charged. Are you happy to go ahead?..."*

***If you're happy with your cover at renewal it'll continue automatically without you needing to contact us. If you decide you don't want to renew, please contact us...***

***You'll receive an email confirming this change has been made and you'll be able to access your documents online within 24 hours. Please read the documents carefully as any errors could invalidate your cover, if you see anything that looks incorrect please get in touch with us and we will be happy to amend on your behalf..."***

Mrs M says the web chat agent didn't clearly specify the additional premium would only add her daughter until the renewal point - and not for 12 months from the date of amendment. I've thought carefully about this.

The contract of insurance Mrs M was making a mid-term adjustment to ran from 12 January 2024 until January 2025. The 'adjustment' made was to an *existing contract* of insurance and could only run until the end date of the original contract. If Mrs M wanted her daughter to be covered as a named driver for 12 months from July 2024, she'd have needed to cancel the existing policy, pay any relevant cancellation charges and take out a new policy.

Even in a scenario where Mrs M ended the web chat and was under the impression her daughter was covered for 12 months, I'd have reasonably expected her to raise this with esure when she was sent updated policy documents. The documents sent afterwards outlined that the changes made would take effect from 5 July 2024 and the updated schedule of cover set out the period of cover was "05/07/2024 (18:08 hours) - 11/01/2025 (23:59 hours)". Mrs M says she didn't receive any documents, but esure have shown us sufficiently persuasive evidence that these were sent via post, email and added to their customer portal. I'm satisfied the relevant documents were sent to Mrs M.

In any case, the web chat agent let Mrs M know she could expect to receive these documents and the evidence doesn't support that Mrs M reached out to esure if she didn't receive them. Whilst I'm only considering the actions of esure and the information given to Mrs M, as a responsible policy holder, a level of responsibility also lay with her to ensure the cover met her and her daughter's needs. I also note that Mrs M hasn't told us she didn't receive the relevant policy renewal information in December 2024 which was sent to same contact details esure held on file for her. esure have shown sufficiently persuasive supporting information that these documents were sent to Mrs M.

I've also noted Mrs M's points about not being familiar with insurance in the UK as she only had experience of being a named driver previously. She's told us:

*"Furthermore, I would like to explain why it is unreasonable to assume that I would understand how UK car insurance policies operate without clear guidance. In my*

*home country, car insurance is structured very differently. The policy is typically linked to the vehicle itself, not the individual driver. This means that as long as the car is insured, any licensed driver can drive it without the need to be named on the policy. Additionally, the insurance cover generally does not have a fixed term or expiry date in the same way as it does in the UK — it continues to roll on until cancelled by the policyholder.”*

But, I've seen no evidence that Mrs M made esure aware of her lack of knowledge or asked for additional help. For example, in the web chat Mrs M had sufficient knowledge to want to make the change and demonstrated her understanding of policy excess and how the excess amount can influence premiums. I also note that Mrs M had previously contacted esure in March 2024 to enquire about adding a provisional driver to her policy.

At the end of the webchat, Mrs M was also asked if she needed help with anything else. I'm satisfied Mrs M had sufficient opportunity to question what the change she was making if there was a lack of understanding on her part. Overall, I find that esure acted fairly and reasonably when Mrs M made a mid-term adjustment to her policy.

esure awarded and paid Mr M £100 for any distress or inconvenience caused by their failure to call her back. I find this award fair, reasonable and proportionate relative to the impact on Mrs M. and I don't require they take any further action to put things right.

My decision will disappoint Mrs M, but it ends our Service's involvement in trying to resolve this dispute between her and esure.

### **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 M to accept or reject my decision before 3 December 2025.

Daniel O'Shea  
**Ombudsman**