

The complaint

Mr J told us that esure Insurance Limited acted unreasonably by not reinstating his lapsed motor insurance policies in 2024 and in declining to offer him a new policy for his van.

What happened

Mr J says esure had previously allowed him to renew policies after their renewal dates had passed. And he didn't follow why he wasn't offered a new quote for the van. He said after esure sent him its final response to his complaint, it told him it was reinvestigating, but it still hasn't told him how it resolved the complaint. Mr J said he'd had to pay £99 more to insure the van elsewhere. He wants esure to reinsure the car, and when his van's current cover elsewhere ends, he wants it to be insured again by esure. He also wants compensation, a refund of the £99 and a sum for road tax for the period in which the van wasn't insured.

In the final response letter it sent to Mr J on 1 October 2024, esure said the policies had lapsed and couldn't be reinstated. It said Mr J had called it in time to renew his cover in previous years, except in 2020. It said that year it had arranged a *new* policy for him, not a renewal. It said its new system meant it only offered new quotes online, rather than by phone, and that Mr J didn't get an offer online because it no longer covers vans.

One of our Investigators reviewed Mr J's complaint. He thought esure had acted reasonably as it had advised Mr J in good time of the date by which he had to renew cover and he hadn't done so. He said although esure was prepared to offer cover for the van when it issued the renewal offer, it was entitled to change its underwriting criteria at any time. Mr J then queried esure's reinvestigation and the lack of an explanation from it of the outcome.

After discussing the complaint with Mr J, the Investigator asked esure to clarify the correspondence it had sent to Mr J after its final response letter, including its email in March 2025 telling him the complaint had been resolved, but not how. He told esure Mr J had said he'd been told by advisors that he didn't get a quote online due to a limitation with esure's new system, not due to its underwriting criteria. And Mr J had also said that esure shortened the term of the previous policy, so it ended sooner than he'd expected.

After esure replied to his queries, the Investigator issued a second view. He said esure had told him it had only dealt with *one* complaint from Mr J (as resolved on 1 October 2024). It said the later emails were sent to him in error as there had been confusion / duplication between teams. He said esure had provided evidence that it hadn't shortened the policy's term. And it said cover for the van was declined due to its underwriting criteria. Mr J then provided evidence that the policy term was a few days short of a year in 2022-2023. He didn't accept that there was duplication of the complaint. He said esure told him about the new investigation on 5 October 2024, and as he'd heard nothing further eight weeks later, he'd complained to esure's CEO on 13 November 2024, but got no response.

As the Investigator's view didn't change, the complaint was passed to me for review.

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.

I don't think there's any evidence that Mr J made more than one complaint to esure. He contacted the CEO's office, but about the same issues that he'd originally complained about to esure. Having said that, I can see why Mr J was so frustrated to be told by esure (after it had issued its final response letter) that was still investigating, and that it would provide a response to his complaint within eight weeks.

In my opinion, the only feasible explanation for that is that esure made an error, as it said it did. Mr J doesn't accept that there was duplication between its teams, but I can't see what else could have happened, as there's no evidence of a second complaint (with different facts) that could have been investigated. I think esure's communication with Mr J on this issue should have been better, but I don't think it made any difference to the outcome. I don't think he can show that it abused the complaints system and was guilty of 'running rings around the regulations', as he has suggested.

In relation to the shortened policy, the Certificate of Insurance for 2022-2023 ran for three days short of a full year. I can't see any explanation for that, but I don't think it's relevant to this complaint. The policy for 2023-2024 ran for a full year – to 2 September 2024 – and Mr J was given notice on 2 August 2024 that he must contact esure before that date if he wanted to renew. As he didn't do so until 14 September 2024, the policy lapsed. Insurers don't renew lapsed policies, and there's no evidence that esure had done so previously for Mr J. I think esure has shown that his previous policies were renewed in time, except in 2020, when a *new* policy was created.

In terms of Mr J not getting a new quote for his van, I don't think he's shown that was due to an issue / fault with esure's system, even if he was told that was likely to be the reason by advisors. If that's the case, given what esure's underwriters have said on the issue, I think the advisors probably made an assumption (in error) in an effort to answer Mr J's query.

esure insures vans that aren't driven for business use (and it seems Mr J's van isn't used for business). When we asked esure recently to clarify the reason for not offering cover, one of its underwriters was able to show that it doesn't cover the type of van owned by Mr J – although had cover not lapsed, it would have been allowed to continue. I can't provide more details, as underwriting criteria is commercially sensitive, but esure is entitled to change its underwriting criteria as it sees fit and too make decisions in line with them. So I don't think it acted unreasonably or treated Mr J unfairly in not offering new cover for the van.

Mr J says he has been a loyal customer of esure's for over a decade, and he wanted to remain with it. So I understand why he finds it upsetting that cover for the van was declined and that his previous cover lapsed. But as I don't think esure was at fault for those issues, I can't uphold his 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 Mr J to accept or reject my decision before 28 October 2025.

Susan Ewins
Ombudsman