

The complaint

Miss J complains that U K Insurance Limited (UKI) trading as Churchill Insurance failed to automatically renew her motor insurance policy or advise her that it would lapse.

What happened

Miss J initially took out a UKI policy in 2020. The policy renewed in 2021 and 2022.

In 2023 UKI notified Miss J that if she didn't contact it to renew her policy, it would lapse. Miss J said she didn't receive that notification and her policy then lapsed in June 2023.

In August 2023 Miss J received a fixed penalty notice for driving while uninsured. She contacted UKI. She asked why it hadn't notified her that her policy hadn't renewed. It said it had invited her to renew the policy and advised her that her policy would lapse if she didn't do so. Miss J bought another UKI policy in August 2023.

In 2024 Miss J complained to UKI. She said she hadn't changed the renewal process from automatic to manual. She added that UKI hadn't told her the policy would or had lapsed. UKI didn't uphold her complaint. She brought it to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think UKI needed to take any further action. Miss J didn't agree with our Investigator's complaint assessment so the matter's 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.

While our Investigator has been looking into things Miss J has made additional complaint points. However, as far as I'm aware UKI hasn't had the opportunity to address those. So I only intend to look at the issues broadly covered by its final response letter sent in February 2024, which dealt with events up to her policy lapsing in June 2023.

Should UKI have automatically renewed Miss J's policy in 2023?

I've seen that Miss J's policy was initially set up to auto-renew. But prior to that happening in 2022, Miss J rang UKI to make a one off payment on her bank card. It asked her if she wanted it to store those card details for auto-renewal purposes. Miss J said that she didn't want the policy to auto-renew. UKI's call handler clearly told Miss J that, in those circumstances, unless she contacted UKI before the policy expired, then it would lapse and she would be uninsured. So, I'm satisfied that Miss J did instruct UKI not to auto-renew her policy. It follows that I don't think UKI did anything wrong by not doing so.

Did UKI incorrectly record Miss J's email address

Miss J thinks UKI made a mistake with her email address which meant that she didn't receive the renewal notifications or the letter telling her that her policy had lapsed.

UKI's shown us evidence that when it first set up her policy it recorded an email address for Miss J beginning with the letter M (email M). Miss J said that her correct email address begins with the digit 0 (email 0).

I've noted that when UKI invited Miss J to renew her policy in 2022, under a heading of 'About the policyholder' the letter gave Miss J's email address as email M. If this wasn't the correct email address, Miss J didn't bring it to UKI's attention at that time.

Miss J told us that she did ring UKI to update her email address in 2022. The evidence doesn't support that position. UKI's shown us evidence from its system that it only received one call from Miss J in 2022. That was the call I've referred to above when she paid to renew the policy. So I'm satisfied that Miss J didn't ask UKI to change her email address in 2022.

Further, after Miss J took out another policy with UKI in August 2023, she contacted it the following month, September 2023, to say that she hadn't received her policy documents. At that point it came to light that she hadn't activated her online account and that UKI had email M and not email O recorded as Miss J's email address. UKI updated the email address at that point.

Miss J has suggested that she called UKI in 2022 and not 2023 to change the email address but I'm satisfied that wasn't the case. As I've said above there's simply no record that Miss J phoned UKI a second time in 2022. And UKI's shown us other details from its system which indicate that it updated Miss J's email address from email M to email O in September 2023, on the same day she called it. So I'm not persuaded that Miss J gave UKI an instruction to change her email address to email O in 2022.

Also during the above call in September 2023, UKI commented that email O was already in use for a 'blank' account, which it deleted. Miss J thinks this is evidence that UKI's system had made an error. But I don't agree that's the case. UKI explained to us that at that time email O wasn't linked to an account or policy. So I don't think this is persuasive evidence that it was ever previously recorded as Miss J's preferred email address for her current policy.

Further I note Miss J has shown us an email UKI sent to email O, apparently, in 2020. But I've seen no other detail about what that was in relation to and the email doesn't include a policy number. So I don't find that email alone persuasive that UKI made a mistake with Miss J's email address or other account details. It follows that I don't think UKI was at fault if Miss J did not receive documents UKI provided online in 2022 or 2023.

Did UKI do enough to notify Miss J that her policy would lapse?

As I've said above, in 2022 UKI's call handler was very clear with Miss J that if she didn't contact it before her policy was due to renew in June 2023 then her policy would lapse and she would be uninsured. Miss J didn't contact UKI at that time.

Also, the renewal documents UKI issued in 2022 said that Miss J had chosen not to auto-renew and she would need to contact it herself in order to do so.

Further I've seen evidence that UKI provided Miss J with a renewal invitation in 2023 which explained that she needed to contact it in order to renew. It then followed that with confirmation that her policy had lapsed. I understand that Miss J didn't see those documents but I don't think that was because UKI did anything wrong.

My final decision

For the reasons set out above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 10 September 2025.

Joe Scott
Ombudsman