

complaint

Mr L complains that Insurance Factory Limited (IFL) didn't give him the correct proof that his car was insured. This led to his car being seized by the Police, causing him stress and leaving him out of pocket.

background

I set out the background to this complaint and my initial findings in my provisional decision. In my provisional decision I explained why I was minded to not uphold Mr L's complaint. I invited both parties to let me have anything in response they thought was relevant.

IFL accepted my findings and said it had nothing further to add.

Mr L responded to let us know he felt the content of my provisional decision was incorrect and he didn't accept it; in summary he said:

- The Police officer, who dealt with him, has not left the Police Force.
- At the core of my case is the fact that I was travelling lawfully. I was driving at approximately 20 mph and had gone around a roundabout twice. The speed limit was 40mph. People were driving faster. The police basically stopped me for driving while lost...They said "you appeared lost" but no traffic law had been broken.
- The Police at the time fully accepted I was driving to a pre-booked MOT. The DVLA also accepted this as fact after thoroughly checking the evidence I provided to them.
- IFL were the only ones in the market at the time that didn't include the registration number of the insured vehicle on its confirmation documentation. And had it done so the Police wouldn't have seized his car. To further evidence this Mr L provided a copy of a handwritten note, he says was given to him by the Police officer. It outlines the cost of the vehicle recovery and the daily impound fee, at the bottom of the note it also says:

"the email ins needed proof you owned the car to be valid. HO/RTI would have been issued" [sic]
- IFL refused to help throughout the time the car was impounded and never offered to speak to the Police on his behalf.

In addition to these points Mr L provided evidence of online research he has carried out about the circumstances in which the Police seize cars.

my findings

I've reconsidered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've reached the same conclusions as set out in my provisional decision and for the same reasons, I'll explain why and address the points Mr L has raised.

I spoke to the relevant Police force to gather extra information about the situation Mr L found himself in on the evening his car was seized. It was during this call that I was told the

reporting officer who had authorised the seizure of Mr L's car had left the Police force. I apologise to Mr L if this isn't correct.

It's accepted by all parties that Mr L was not initially stopped by the Police for being uninsured, but because of the way he was driving. This was information given to me by the Police when speaking to them. Mr L has clarified that this was because he was driving slow and looked lost. So it follows that it's likely he would have always have been stopped by the Police so they could check he was ok. It is not disputed that it was his intention to take the car to a prearranged MOT.

The rules laid out to insurers by the Financial Conduct Authority are called the Insurance Conduct of Business Sourcebook (ICOBS). I have looked at these rules to see if there is anything that IFL need to do differently, and they say:

"an insurer needs to provide evidence of cover promptly after inception of a policy"

ICOBS doesn't specify a timeframe for what this means so I've considered what I think to be fair and reasonable. Mr L bought the insurance policy on a Sunday evening and IFL provided evidence of cover on the next working day I don't think that's an unreasonable length of time.

Mr L says that IFL was the only ones in the market at the time that didn't include a vehicle registration on its confirmation emails. I don't know if that was the case but assuming it was, it doesn't mean IFL did something wrong here as the rules don't require it to do this specifically.

I'm also not persuaded the hand written note, quoted above, proves the Police wouldn't have seized Mr L's car, as when Mr L originally supplied us with a copy of this note in November 2018 it didn't contain the commentary quoted above. It only contained the recovery charge costs and the daily charge for storage. The commentary above has been added since the note was first sent to us, so I haven't relied on this.

When the Police refused to accept the insurance certificate as proof of cover to release the car, Mr L says IFL refused to help but I don't agree this is the case. I have seen call notes from IFL's system relating to a call on 16 May 2018 these say:

"PH called regarding the call on Monday and saying the veh isn't on MID. I have adv it takes up to 7 to 10 working days to go on MID we have send out docs with the reg on the cert to show pol is live. I have adv if police want to talk to us confirming this then we will confirm the veh is insured. I have ask wants to log complaint PH said no and thanks for my help" [sic]

I do have every sympathy for Mr L and the unfortunate circumstances he found himself in, but in order for me to uphold his complaint I'd have to be satisfied that IFL did something wrong. That would mean it either didn't comply with the rules set out by the regulator or it didn't follow its own internal procedures and I can't see that's the case here.

Taking everything into account, I don't think IFL have acted unfairly here and so I won't be asking it to do anything to put the situation right for Mr L.

I know Mr L will be disappointed with this outcome. But my decision brings to an end what we can do for him in trying to resolve his dispute with IFL

my final decision

For the reasons set out above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 October 2019.

Amber Mortimer
ombudsman