

complaint

Mr R is unhappy that IGO4 Limited (IGO4) set up his car insurance for the wrong car. He wants them to refund his premiums.

background

Mr R took out his car insurance with IGO4 in July 2014.

In April 2015 Mr R contacted IGO4 to change the car on his policy. At this stage, he was sent revised policy documents via an online portal. I understand that Mr R told IGO4 that he was having difficulties accessing the portal so IGO4 reset this for him.

In June and July 2015 IGO4 sent Mr R emails about the renewal of his policy. His policy automatically renewed at the beginning of July 2015.

In August 2015 Mr R called IGO4 because he'd been told his car wasn't insured. He made changes to the car on his policy and IGO4 issued revised policy documents. Just over a week later, Mr R called and the representative he authorised to speak on his behalf, cancelled his policy.

After the policy was cancelled, Mr R was told how much he needed to pay IGO4 for the insurance cover he'd had and various charges that had been applied to his account. When IGO4 looked into Mr R's complaint, they agreed to waive some of these charges, pay him compensation and his £40 call costs. So, the balance outstanding was re-calculated to be £135.09. But I understand it may be more now because of a bank indemnity claim that may have been made.

Our adjudicator didn't uphold this complaint. He thought that Mr R had given IGO4 incorrect car details and that's why the wrong car was insured. So, he didn't think IGO4 had done anything wrong. He also said that because the insurer had been prepared to offer insurance when Mr R gave the correct car details to IGO4, it was unlikely he'd have been unable to make a claim if he needed to. Unless he'd deliberately given IGO4 the incorrect car details which the adjudicator thought was unlikely.

Because Mr R didn't agree with the adjudicator, his complaint's been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In this decision, I'm only looking at Mr R's complaint that his insurance didn't cover the correct car. I'm not looking at the service issues he raised against the debt collection company. Nor am I looking at IGO4's referral to their debt collection company or the circumstances of the bank indemnity claim.

I need to decide why the incorrect car details were recorded on Mr R's policy – was it his error or IGO4's?

I've listened to Mr R's call to IGO4 at the beginning of April 2015 when he changed the car insured on his policy. He gives them the car registration number. This is then read back to

him and he confirms it's correct. The make and model and other car details this registration number generated are then confirmed. This same car registration number appears in his policy documents. So, I think IGO4 correctly acted on his instructions. The renewal of his policy in July 2015 also had the incorrect car insured. But I don't think this was IGO4's fault because Mr R didn't give them the correct car details until after renewal.

I note Mr R says he had difficulty in accessing the portal where the policy documents were stored. But I can't see this was IGO4's fault. And when he told them about his difficulties during the April 2015 call, they reset it so he could re-register to use this service. I can't see that Mr R later complained that he still couldn't access the portal. Besides, the incorrect car registration he'd given IGO4 was in the main body of the renewal email they sent Mr R in June 2015. And it seems some policy documents were sent as attachments to emails in April and July 2015. So, even if he'd had difficulty accessing his policy documents through the portal, he should have been aware of the error on his insurance policy from the content of the June 2015 email and, possibly, attachments to emails too.

Because I don't think IGO4 did anything wrong, I'm not going to ask them to refund his premiums. I can understand why Mr R was concerned that he might not have been insured because of his error. But as the adjudicator explained, it's likely that his insurer would have covered any claim as long as he didn't deliberately give incorrect car details to IGO4.

I note that Mr R has already been paid some compensation for the poor customer service IGO4 accepted he'd received from them. And IGO4 have apologised that a call was disconnected. Because Mr R told our adjudicator that he didn't want any compensation for the poor customer service he says IGO4 gave him and IGO4 have already apologised to him, I'm not going to look further into those service issues he raised against IGO4.

IGO4 have not been chasing Mr R for the outstanding balance following the cancellation of his policy whilst we looked into his complaint. I'd suggest he contact them to discuss this now I've made a final decision on his complaint.

my final decision

My final decision is that I don't uphold Mr R's complaint against IGO4 Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 January 2016.

Lisa Wright
ombudsman