

complaint

Mr S complains that Lancaster Insurance Services Limited ("Lancaster") incorrectly recorded his motor vehicle's registration number on his motor insurance documents. This resulted in him not being able to tax his vehicle.

background

Mr S applied online through a comparison website for a motor insurance policy and subsequently took out cover with Lancaster. However, when he attempted to tax his vehicle, he was unable to do so because the registration number recorded on the certificate of insurance was incorrect. He contacted Lancaster and Lancaster sent him revised documents.

The adjudicator was initially of the view that the complaint should not be upheld. He considered the process for inputting data into an online comparison site application for insurance. That meant that any immediate quote given by Lancaster would have been an automated response to the details provided by the applicant – not by anything entered or re-entered by Lancaster. Lancaster agreed.

In response, Mr S provided evidence that he had been insured (for the same vehicle) with Lancaster the previous year and the certificate of insurance for that year had shown the correct registration number. He said that the policy on which the wrong registration number had been recorded was a renewal of the previous year's policy.

On the basis of that information, the adjudicator issued a revised opinion that the mistake appeared to have been the result of an administrative or computer error for which Lancaster, not Mr S, was responsible. He did not consider that there was definitive evidence that Mr S had provided incorrect information. He recommended Lancaster pay Mr S £150 compensation for distress and inconvenience, and refund any additional premiums charged based on the incorrect information (together with interest).

Mr S accepted the adjudicator's assessment, however Lancaster has not responded. In the absence of any further evidence from Lancaster in support of its position, the matter has been referred to me to decide.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr S has provided a copy of the certificate of insurance from the immediately preceding policy year. That shows the correct registration number. I have also seen a copy of the 'Insurance renewal premium notice' for the year in respect of which the error was made.

That renewal notice referred to the correct registration number, and yet upon renewal the wrong number was recorded. Mr S also found and pointed out to Lancaster another error which appeared on the new certificate of insurance – in respect of the date he first obtained his UK driving licence.

Lancaster has not responded with any further evidence or information after receiving the adjudicator's revised view. I can only decide the matter on the basis of what has been provided. I have seen no compelling evidence to explain the discrepancies between the information recorded when the policy was originally taken out, and that which appeared on the documents after the renewal. I consider that it is therefore not unreasonable to consider that the error was more likely than not to have been Lancaster's, in that the policy was a renewal in respect of the same vehicle, and Lancaster already had the existing correct details for that vehicle – which it might easily have cross-checked.

Lancaster has said that the policy has now been amended to reflect the correct registration number, and for that reason it does not consider any redress would apply. However, Mr S has said that when he tried to tax his vehicle, the postal clerks told him the car was not legally insured (as they were not in a position to check the policy itself). He therefore did not drive it. Despite the recording of the incorrect registration number however, Lancaster later advised that the vehicle itself was still insured (so it could have been driven), but Mr S was not to know that. As a result, he says he was unable to attend his pre-arranged New Year's Eve celebrations and had to cancel his partner's birthday party.

I therefore consider that it is fair and reasonable that he be compensated for the distress and inconvenience this error caused him.

my final decision

For the reasons above, it is my final decision that I uphold this complaint.

I require Lancaster Insurance Services Limited to pay Mr S £150 compensation for the distress and inconvenience he has suffered. It should also refund any additional charges or premiums applied as a result of the error (including any arising from the need to correct it), together with interest at the rate of 8% simple per annum, from the date the additional premium was paid to the date of settlement.

Helen Moye
ombudsman