

complaint

Miss A's complained that U K Insurance Limited— trading as Churchill Insurance —refused to apply its uninsured driver promise under her motor insurance policy when she made a claim. Mr A is representing Miss A in her complaint.

background

Miss A reported an incident to her insurer, Churchill. She said she was hit by another driver who failed to stop. The other driver's lights were off. There were no witnesses and Miss A wasn't able to get the registration details of the car because the driver didn't stop.

Miss A wanted Churchill to apply its uninsured driver promise. This meant she wouldn't have to pay her excess and Churchill would record the claim as a non -fault claim. Mr A, on her behalf, said because the other driver drove off, they were at fault and more likely to be driving uninsured. He didn't think it was fair that Miss A should lose her No Claims Bonus (NCB) as a result of the claim as she wasn't at fault.

Churchill said it needed the other car's registration details, make and model. Without this, it couldn't follow up if the other driver was uninsured or not. So the term couldn't be applied in Miss A's circumstances.

Mr A didn't agree. So he brought Miss A's complaint to us. The adjudicator who investigated it didn't recommend it should be upheld. She felt Churchill's decision not to apply the uninsured driver term was reasonable.

Mr A didn't agree. He doesn't think Churchill has been fair by applying the strict terms of the policy. He feels it should take the full circumstances of the incident into account. He believes the other driver mustn't have been insured, which is why he or she failed to stop.

So the matter has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold it.

Miss A's policy says under the section *"how does your uninsured driver promise work?"* if Miss A isn't at fault for an accident and the driver of the car that hit hers isn't insured, she won't lose her NCB and won't have to pay her excess. The conditions that apply to this promise are that Churchill gets:

- The car registration number and the make and model of the car and;
- The driver's details, if possible.

Miss A was unfortunately unable to get the registration number of the car as the other driver didn't stop. I understand there was very little Miss A could do under the circumstances. But I don't think this means Churchill was unfair to her. It's not for me to decide if Churchill shouldn't apply a term as a gesture of goodwill. But I can look at whether Churchill dealt with Miss A's claim reasonably in line with her policy.

Churchill needed information about the car and driver so that it could pursue either the insurer of the driver through the car's registration or the other driver directly for the costs of the claim. Without this, it doesn't know if the other driver was insured or not. And there isn't any other party to recover its costs from.

The fact that the other driver didn't stop doesn't mean he or she was driving uninsured. But I agree that it's a possibility.

I understand Mr A will be disappointed with my decision. However I think Churchill was reasonable not to apply its uninsured driver promise to Miss A's claim because the conditions hadn't been met. This means the excess will apply, and Miss A's NCB will be affected as a claim has been made.

my final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 21 December 2016.

Geraldine Newbold
ombudsman