

complaint

Mr A's unhappy that he's had to pay an excess when he made a claim on his CIS General Insurance Limited motor insurance policy.

background

Mr A was involved in an accident when his vehicle was hit by a motor cycle. He made a claim on his CIS motor insurance policy and it dealt with his vehicle's repairs. Mr A recorded the motor cycle's registration number. But it's either been recorded incorrectly or is a false one. And as CIS is unable to establish the insurance status of the other vehicle it hasn't agreed to waive Mr A's excess under its uninsured driver promise. Mr A thinks he recorded the correct number plate of the motor cycle and the number plate must be false. So, he says it follows the other party was uninsured and CIS' uninsured driver promise should apply. It was one of the reasons he bought the policy.

CIS said in its final response that Mr A's unhappy that the first page of the policy schedule refers to the uninsured driver promise and doesn't stipulate any criteria. But it advised Mr A to check the important criteria on the next page. This clarifies the criteria and says that for the uninsured driver promise to apply CIS needs details of the other vehicle. And the policy booklet also confirms this twice.

Our adjudicator felt this complaint shouldn't be upheld as CIS has treated Mr A fairly. He said:

- The documentation sent to Mr A could've been set out better and was misleading. Even so it takes Mr A logically through the relevant steps to inform him of the detail required for the uninsured driver promise to apply.
- Mr A's policy booklet is clear and says for the uninsured driver promise Mr A must provide a valid registration number for the other party. This isn't the case here as the motor cyclist can't be identified. And as CIS is unable to establish the insurance status of the other party the uninsured driver promise doesn't apply.
- Mr A's complaint that the policy was mis-sold is a matter for him to take up with the broker.

Mr A doesn't agree. In summary he says he wasn't at fault for the accident as is apparent from the damage to his car. The facts are the injured motorcyclist went off down the street and used a false number plate. This means the motorcyclist was uninsured. So, the £250 policy excess shouldn't apply.

my findings

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

I accept that some of the documents Mr A was sent about his policy don't set out fully the conditions that must be satisfied before the uninsured driver promise applies. But these documents are clearly only summaries of the policy terms and conditions. And they do ask Mr A to read and check his policy in detail to ensure he's the cover he wants.

Mr A's policy booklet says:

"Uninsured Driver Promise.

If You make a claim following an accident. You will not lose Your No Claim Discount or have to pay any Excess, provided that;

- the Insurer can establish that the accident is not Your fault and the driver of the other vehicle is identified and is not insured; and*
- You give the insurer the other vehicle's make, model and valid registration number."*

This term clearly sets out a number of conditions that must be satisfied before the uninsured driver promise will apply.

In this case it doesn't seem to be disputed that the accident wasn't Mr A's fault. But some of the other conditions required for the uninsured driver promise to apply simply haven't been fulfilled.

Here a valid registration number wasn't obtained. Unfortunately it isn't possible to determine if this was due to Mr A wrongly recording it or because the number plate was false. The motor cyclist also hasn't been identified. And, even though the motor cyclist's behaviour after the accident may understandably suggest to Mr A that he was uninsured, on the available information CIS can't establish that this was the case.

Mr A's also expressed concerns at how the uninsured driver promise is worded and works for other CIS customers. But general issues about how the insurance industry works are a matter for the Financial Conduct Authority.

I very much sympathise with the situation Mr A has found himself in and recognise his strength of feeling and frustration. But taking everything into account and as the policy wording is quite clear, I don't think I can fairly or reasonably require CIS to apply the uninsured driver promise and not apply the £250 policy excess as Mr A would like.

Overall, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 August 2017.

Stephen Cooper
ombudsman