

complaint

Mr W complained that Kwik-Fit Insurance Services Ltd got his car registration number wrong and so insured the wrong car under his motor insurance policy.

background

Mr W bought his policy from Kwik-Fit via an online motor insurance comparison website. When he had a car accident, Kwik-Fit discovered that Mr W's policy had the wrong car registration number. This meant that his car wasn't insured.

Mr W and the other driver in the accident had at first agreed to each pay for their own car repairs. So Mr W's main concern about the consequences of the wrong registration number was that he'd paid Kwik-Fit for car insurance that they hadn't provided. He complained to Kwik-Fit about that. Kwik-Fit said that the mistake about the registration number wasn't their fault. They said that it was Mr W's fault as he should have checked that the car registration number on the policy papers they sent him was correct. However they refunded Mr W the premium he'd paid. But the other driver then claimed against Mr W for the cost of the accident repairs. Because Mr W didn't have insurance, the other driver took Mr W to court, obtained a judgement against Mr W and pursued him for the debt.

Mr W complained to Kwik-Fit again but they wouldn't do anything else. Mr W remained unhappy and so brought his complaint to us.

The adjudicator recommended that his complaint be upheld. He considered that Kwik-Fit hadn't acted fairly and he thought that they should have the court judgement set aside and deal with the other driver's claim.

Kwik-Fit didn't agree and so his complaint 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.

Kwik-Fit thinks that Mr W entered the wrong car registration number when he bought his policy online. But the wrong number was totally different from Mr W's car registration number; it was not just a minor difference. Mr W has shown us evidence that he's not the registered keeper of the car with that "wrong" number. And he's adamant that he entered his correct details when he bought his policy online. He has also shown us emails he received from the comparison website. These emails refer to Mr W's correct car registration number and they confirm that he applied for a quote for that car.

Kwik-Fit also say that when they sent him his insurance papers he should have checked the registration number then. They say that if he had done that he'd have noticed the car registration was wrong and they'd have had the chance to correct it before the accident.

But Mr W hadn't been able to check his policy details via his online account with Kwik-Fit because he couldn't access it. And not long after he took out the policy Kwik-Fit called him about other products, and asked him to confirm his address. They found out that they had the wrong address, Mr W's previous address, and he paid an additional premium because of this. However Kwik-Fit didn't at that stage ask Mr W if everything else about his policy was correct, though it was clear to them then that Mr W hadn't checked already. I think that should have raised a doubt with them that other details might not be correct and they should have checked those with him.

It's unclear why the wrong number was ever recorded on the policy. But it seems that an error has occurred, and on the evidence before me there's nothing to suggest that it was Mr W's fault. And Kwik-Fit hasn't been able to explain how any error might have happened otherwise. They say only that they're not responsible for the comparison website and they haven't considered whether some error may have occurred in their own systems. I don't think that attitude is reasonable given that the comparison site had the correct number, and Kwik-Fit didn't.

Kwik-Fit did refund Mr W his premium, but since he had been in accident this didn't help Mr W when the other driver took him to court. So I'm not persuaded that Kwik-Fit acted fairly or reasonably to Mr W in the circumstances.

The other driver got a court judgment against Mr W. He has applied to the court to set the judgment aside. I think that Kwik-Fit should pay to represent Mr W in the court case, and that they should deal with the other driver's claim against him as if they had insured Mr W's car, the correct car, from the start. Kwik-Fit should also pay any court costs.

I can see that Mr W was worried when bailiffs came round to his house to enforce the court judgment. However I don't think that a further award, for trouble and upset, is justified given that Kwik-Fit did refund Mr W's policy premium of about £300.

my final decision

For the reasons I've given above it's my final decision that I uphold this complaint. I require Kwik-Fit Insurance Services Ltd to do the following:

- Pay to represent Mr W in the court case, and deal with the other driver's claim against him as if Mr W's policy were still in force and Kwik-Fit had insured the correct car under the policy from the start, and pay any resulting court costs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 10 October 2016.

Rosslyn Scott
ombudsman