

complaint

Mr F complains that Endsleigh Insurance Services Ltd recorded the wrong car on his motor insurance policy. He was stopped by the police for driving without insurance. He seeks reimbursement of the impound fee and compensation. Mr F is represented in this matter by his mother, Mrs F.

background

In 2014, Mr F purchased a motor insurance policy from Endsleigh for car 1. A month later, he cancelled this and bought a policy for car 2. Another month later, he told Endsleigh that he now had car 3. Next month, he called to get a quote for car 4. Then four days later, Mr F called Endsleigh to change the car on his policy to car 5.

In August 2014, Mr F called Endsleigh to change the car on his policy to car 6. Mrs F said that her son couldn't have insured this car on this date. She believes that the phone call provided by Endsleigh isn't from this date. Mrs F said she spoke to Endsleigh's advisor. She initially said that this was when she insured the correct car, number 7, on her son's policy. Cars 6 and 7 were the same make and model. Mrs F also called Endsleigh on 3 September 2014 as her son's policy had been cancelled as it hadn't received any payments since June 2014.

On 24 September 2014, Mr F called Endsleigh to ask about the monthly payments. During this call he gave his car registration number for car 7. The advisor couldn't find his policy using this car's registration. But the advisor was able to find Mr F's policy using his personal details.

On 29 September 2014, Mr F was stopped by the police for driving car 7 uninsured. Mrs F found out that he had a car insured with Endsleigh but it wasn't car 7. It was car 6. This was his ex-girlfriend's car. On 30 September 2014, Mr F called Endsleigh to change his policy to car 7.

Mrs F said that she had called Endsleigh previously and she gave her son's correct car details. She believes that Endsleigh made a mistake in entering the incorrect car details for her son, which led to his car not being insured on the policy. She wants Endsleigh to reimburse her son for the impound fee and pay compensation.

The adjudicator didn't recommend that the complaint should be upheld. She saw no evidence to suggest that Mr F had bought a policy for the correct car before he was stopped by the police.

Mrs F replied that her son couldn't have insured car 6 in August 2014 as it was his ex-girlfriend's vehicle and their relationship had ended by this time. She thought that the phone call made on 30 September 2014 proved that her son purchased the policy for car 7 before he was stopped by the police.

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 can understand that this has been a stressful experience for Mr F and his family. He was unfortunately stopped by the police for driving without insurance. I understand that he now has to attend court. I was sorry to hear that his father has been unwell.

Mrs F is certain that car 7 was insured in Mr F's name when he was stopped by the police. She thinks that Endsleigh has made a mistake. She has pointed out that the insurance documents for car 6 give the address as Mr F's previous university. She said that this error shows that Endsleigh is careless.

But Mr F hasn't provided any policy documents to show that he asked for his correct vehicle to be insured on his policy at any point between May 2014 and the date he was stopped by the police in September 2014.

I've listened to the phone calls from 13 August 2014. The advisor gave the date and she and Mr F clearly confirmed the registration details for car 6, Mr F's ex-girlfriend's car. I can understand that Mrs F is adamant that he wouldn't have insured this car. But from the phone call, I think it's clear that he did insure it. Also, Mr F confirmed incorrectly that he was still at his previous university.

The policy documents sent to Mr F following this phone call stated the effective date of the cover as 13 August 2014, and the car registration number for car 6. This shows that Mr F insured this car on 13 August 2014. I don't think that Mrs F is right when she says that the phone call wasn't made on this date. This car continued to be insured on Mr F's policy until the date he was stopped by the police.

I've listened to the three phone calls from 3 September 2014. Mrs F didn't ask for the car registration number for car 7 to be insured on her son's policy during any of the calls. Mrs F confirmed the car's make and model, but not the registration number. Endsleigh issued a new policy for car 6 and sent the documents to Mr F. These didn't show that car 7 was insured.

Later in September, Mr F called Endsleigh about his payments. He gave the correct registration for car 7. The advisor couldn't find record of it, but did identify Mr F's policy from his personal details. It's unfortunate that the advisor didn't check the registration number with Mr F, but I don't think Endsleigh can be blamed for this.

I think it's clear that Mr F unfortunately insured the wrong car. Cars 6 and 7 were the same make and model, which may be why he made the error. Mr F didn't check the two sets of policy documents that would have shown the error. When he was stopped by the police, car 7 wasn't insured. Mr F insured car 7 the following day. I don't think that Endsleigh insured the incorrect car on Mr F's policy. I don't think it needs to pay Mr F any compensation.

my final decision

For the reasons I've discussed, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 14 September 2015.

Phillip Berechree

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