

complaint

Mr J's complained that One Call Insurance Services Limited didn't change his motor insurance policy when he told it he'd changed his car. Mr J's car was impounded by the police.

background

Mr J bought his motor insurance policy with One Call. He changed his car and updated his policy online as his policy was set up this way. Mr J received an email from One Call about the change. A few months later his son was driving his car and was stopped by the police. This was because the car's registration plate came up on its database as having no insurance.

The police impounded Mr J's car. Mr J brought the email he received from One Call to the police station. He says the police sergeant was satisfied Mr J's car was insured and allowed his car to be released. But Mr J had to pay an impound release fee of £210.

Mr J complained to One Call. One Call said its email told Mr J he needed to contact it by phone or email before the change would be completed. As it didn't hear from Mr J, it didn't update his policy. So it didn't uphold his complaint.

Mr J remained unhappy, so he brought his complaint to us. Mr J wanted One Call to consider his costs and the trouble and upset it caused him. He has a serious illness, so this was even more distressing than usual for him to deal with. The adjudicator who investigated it recommended it should be upheld. She thought One Call's email wasn't clear enough, so it was reasonable for Mr J to believe he was insured. She recommended One Call reimburse Mr J for the impound release fee with interest, and it should pay him £200 compensation for the trouble and upset it caused him.

One Call didn't agree. It believes its email was very clear. It feels we are taking Mr J's side.

So the matter has been referred 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 intend to uphold it.

Mr J's policy requires him to update it online with any mid term changes. He submitted his details as follows:

"Policy change to commence:

Start time: 23:00

Start date: 5/6/2015"

"Car reg has changed to:

Reg Plate: (Mr J's number plate)"

One Call sent Mr J an email. It said:

"In order to change the amendments covered by your policy there would be an additional premium of £15 inclusive of the £15 administration fee."

"If you wish to proceed with your request, please confirm by email or phone the time and date that you would like this to come into effect. Without confirmation from yourself, the change to your cover will not take place."

At the bottom of One Call's email was Mr J's submission online. So Mr J says he read the email and believed the wording "Car reg has changed to" meant One Call had changed his policy. And he also assumed the administration fee of £15 would be automatically taken from his account. I think Mr J's account is reasonable. The first part of the email which asked Mr J to contact it was in a smaller font than the later part. It's reasonable for someone not to notice an extra £15 in their account. And the police sergeant released Mr J's car on the basis it was insured after reading the same email.

I think One Call's email was misleading and caused confusion. It said Mr J needed to tell it the time and date that the change should come into effect. But he gave a start date and time when he entered the information online. So I don't know why he had to repeat the information by phone or email before One Call would update his policy.

It's clear that Mr J's intention was for One Call to update his policy with his change of car details. I think One Call's communication could have been clearer as it appeared to have the information it needed to carry out the change.

Mr J says his son is due to appear in court as he was charged with driving whilst under the influence of drugs. He says this wouldn't have happened if One Call had updated his policy as this was the reason why the police stopped the car. He wants One Call to pay the associated costs as he's instructed a solicitor to represent his son.

I don't think it's fair to ask One Call to consider these costs as they aren't related to the car being uninsured.

I think Mr J has been caused trouble and upset by having his car impounded for being uninsured. So One Call should compensate Mr J by paying him £200. And subject to proof of payment from Mr J, it should reimburse him for what he paid to have his car released from the impound.

my final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I require One Call Insurance Services Limited to do the following:

- Pay Mr J £200 compensation for the trouble and upset it caused him.
- Subject to proof, reimburse Mr J for the costs to release his car from the impound.
- Pay interest on the impound costs at the simple rate of 8% per year from the date Mr J paid them to the date it makes the payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 5 August 2016.

Geraldine Newbold
ombudsman

HM Revenue & Customs requires One Call Insurance Services Limited to take off tax from this interest. One Call Insurance Services Limited must give Mr J a certificate showing how much tax it's taken off if he asks for one.