

## **The complaint**

Mr C's father complains on behalf of his son that Lexham Insurance Consultants Limited misled him into believing his son's scooter was insured under a motorcycle insurance policy sooner than it was. For the purpose of my decision I'll refer to the policyholder as Mr C1 and his father as Mr C2.

Mr C1 was stopped by police for driving while uninsured and he received six points on his driving licence.

## **What happened**

Mr C2 arranged a motorcycle insurance policy with Lexham Insurance on 27 November 2019. Lexham said that because there were no registration details for the scooter, the start date was set to a month later to give time for registration to take place.

Lexham issued a Certificate of Insurance in any event with the chassis number of the scooter while it awaited the registration details from Mr C2.

On 23 December 2019 Mr C2 called to provide details of the registration. Lexham said it would issue an up to date Certificate of Insurance. It sent this on the same day by email.

On 24 December 2019 Mr C1 was stopped by police for driving while uninsured. Mr C2 told us the matter didn't go to court as his son accepted the penalty of six points on his driving licence. His scooter was impounded. Mr C1 had to pay release fees to collect the scooter.

Mr C2 said he was led to believe by Lexham that Mr C1 was insured immediately after he called on 23 December 2019. He said the phrase 'good to go' was used.

Lexham said a change to the start date of the policy wasn't discussed on 23 December 2019. And it issued a revised Certificate of Insurance to Mr C1 that morning which showed a start date of 27 December 2019. So Lexham said it hadn't done anything wrong. Mr C2 asked us to look at his complaint. Our investigator thought Lexham had acted reasonably.

Mr C2 didn't agree. He doesn't believe the outcome is fair as it was clear that their intention was to ensure Mr C1 was insured to drive. He believes we have completely supported the insurance company. So the case has been passed to me to decide.

## **What I've decided – and why**

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

First of all I do understand the considerable upset and distress Mr C1 and his family have gone through since the events of 24 December 2019. I believe Mr C1 may well have thought he was insured to drive his scooter. But after listening to the key call on 23 December 2019,

I believe Mr C2 may have made an assumption that wasn't confirmed by Lexham – and the Certificate of Insurance it sent after the call supports this.

Mr C2 called to add the registration details for the scooter - which was now available - to the policy. The key part of the call went as follows:

*Agent – ‘So that has all been brought up to date and he can ride it based on everything obviously being correct on the policy.’*

*Mr C2 – ‘So the certificate we have got that bases from 27/12/19 to 26/12/next year – that’s all fine if we just work on that basis?’*

*Agent – ‘You will get a new one’*

*Mr C2 - ‘oh we’ll get a new one?’.*

*Agent – ‘yes you will get a new one only because the one he’s currently got only shows the chassis number not the actual registration number. So what we’ll do is get some new documents sent over to you today and they’ll all be updated with the registration details.’*

So from this conversation I think Mr C2 was aware that the start date was 27 December 2019, as he referred to the date on the existing Certificate of Insurance. I don't think the agent gave him the impression the start date would change. The only change she confirmed was the addition of the registration details.

Lexham sent the revised Certificate of Insurance to the agreed email address on the morning of 23 December 2019. This showed a start date for cover of 27 December 2019. So I think Mr C2 had the opportunity to check the certificate then and contact Lexham if he wanted the start date to change.

I appreciate that Mr C2 believes the outcome is unfair. And I don't doubt that the events of 24 December 2019 and the impact and consequences have caused considerable worry and distress. But I've taken an even handed approach to the information provided by Mr C2 and Lexham. Our role is to look at whether an insurer has acted reasonably and in line with the policy. In this case, I can't uphold the complaint because I don't think Lexham did anything wrong.

### **My final decision**

I understand this isn't the outcome Mr C1 and Mr C2 were hoping for. But 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 Mr C to accept or reject my decision before 22 October 2020.

Geraldine Newbold  
**Ombudsman**