

The complaint

Mr H complains that esure Insurance Limited won't provide a motor insurance policy for his work delivering fast food.

What happened

Another driver hit Mr H's parked car and he made a claim on his policy. It then came to light that Mr H used his car for fast food delivery. esure dealt with Mr H's claim and it didn't cancel his policy. But it said it wouldn't provide cover for fast food delivery. Mr H said he'd been told by esure in a phone call that he would be covered for this. But esure said the policy was taken out online and it had no record of a call from Mr H. Mr H cancelled the policy and found cover elsewhere.

Our Investigator didn't recommend that the complaint should be upheld. He saw evidence from esure that it didn't provide cover for fast food delivery under business use. He didn't see any evidence that esure had mis-advised Mr H, so he couldn't say it had done anything wrong.

Mr H replied that he had found the policy through an online comparison site and had called esure to check that it would cover him for fast food delivery. But he was unable to provide records of this call due to the passage of time. Mr H asked for an Ombudsman's review, so his complaint has come to me for a final decision.

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.

I can see that Mr H is adamant that he called esure to complete the purchase of his policy and then checked that it would cover him for his part-time job as a delivery driver. But esure checked its records and it didn't have any record of contact from Mr H until he made his claim. It said the policy had been bought online and Mr H hadn't called.

Mr H hasn't been able to provide evidence from his phone records that he called esure. So as I have no evidence to show that he called esure, then I can't say that it provided him with incorrect advice.

I've seen esure's underwriting criteria and I can see that it covers occupations such as a delivery driver, but it doesn't cover use of vehicles for such occupations. And I can see that Mr H's policy documents state that "hire and reward" isn't covered. The risks it chooses to cover is esure's commercial decision and so I can't say it did anything wrong in this.

As it was, esure dealt with Mr H's claim for the total loss of his car as it was parked and unattended at the time and not then being used for deliveries. And Mr H chose to cancel his policy as he found alternative cover elsewhere that better suited his needs. So I can't say that Mr H was caused any loss in any case.

My final decision

For the reasons 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 H to accept or reject my decision before 14 November 2023.

Phillip Berechree
Ombudsman