

The complaint

Miss P complains that Liverpool Victoria Insurance Company Limited (LV) didn't add her mother as a named driver to her motor insurance policy. She wants it to accept that both drivers were insured, to cover her claim and to repair her car.

What happened

Miss P took out a policy with LV through an online comparison site. She said she had added her mother as a named driver to obtain a quote. Miss P was transferred to LV's site to complete her purchase. Some time later, Miss P's mother was involved in an incident whilst driving Miss P's car, and it came to light that she hadn't been added to the policy. So LV declined to cover the claim and it is now seeking reimbursement of its costs.

Our Investigator didn't recommend that the complaint should be upheld. He saw that Miss P had been asked to check the driver details on LV's site and she could have then checked that her mother had been added to the policy. Miss P could also have checked this when she was sent a welcome letter with a link to her policy details. He thought the onus was on Miss P to check the details were accurate before taking out the policy. So he didn't think LV needed to do anything further.

Miss P replied asking for an Ombudsman's review, so her complaint has come to me for a final decision. Miss P said she would provide further evidence to prove that her mother had been added to the policy. She also said they hadn't signed forms agreeing that LV could act on their behalf in settling the other driver's claim even though LV said they had done so.

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.

Miss P has described the financial and emotional effects of this matter on her mother and herself. I was sorry to hear about this and I can understand that this has been a very stressful and frustrating experience for them.

Miss P provided evidence from the online comparison site showing that she had added her mother to obtain a quote from it and this was then passed to LV. And I'm satisfied that this was Miss P's intention.

But Miss P completed her purchase on LV's site and her mother wasn't then included as a named driver. The online comparison site said it had run tests and hadn't recorded any errors at the time. So I don't know why Miss P's mother's details weren't correctly added to her quote on the LV site.

Miss P said she wasn't asked to confirm her details on the LV site. But I disagree. I can see that when Miss P was transferred to LV's site she was firstly presented with her payment details. Then she was presented twice with the driver details, amongst other things. Before she could move on to buying the policy Miss P was asked to tick a box to confirm the cover met her needs and her details were correct.

LV sent Miss P a welcome pack after she completed her purchase. This included details of the drivers on the policy. And both the cover summary and the policy certificate clearly state that just Miss P is on cover. LV asked Miss P to check that her details were correct. I can understand that Miss P presumed that they had transferred over from the comparison site. But I think it was for Miss P to make sure she had the cover that met her needs. Unfortunately, she didn't then check and correct the details to add her mother.

Miss P said the price she had paid for her policy was low for a new driver because her mother had been added. But our Investigator checked this and found a similar quote for a new driver. So I don't think the premium Miss P paid shows that her mother had been included.

I think it was for Miss P to check that the policy met her needs. She didn't do this and so didn't notice that her mother hadn't been added to the policy she bought. So I'm satisfied that LV wasn't then obliged to provide cover for the incident where her mother was driving her car. And I can't say that it did anything wrong in this.

Miss P said LV had stated that they had signed a form giving it consent to act on their behalf in settling the other driver's claim when they hadn't done so. I haven't seen that Miss P raised this as a complaint to LV to give it a chance to respond. So I can't consider this matter further here.

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 Miss P to accept or reject my decision before 18 October 2023.

Phillip Berechree
Ombudsman