

The complaint

Mr S complains that Tempcover Limited didn't start his temporary motor insurance policy at the time he'd requested and didn't provide him with clear information about it.

What happened

In mid-2023, Mr S took out a temporary motor insurance policy which was arranged and administered by Tempcover. The policy's duration was 24 hours.

Shortly after Mr S took out the policy online, he was stopped by the police. He then found that his insurance wasn't yet active at the time he'd been stopped. The police seized Mr S's vehicle. So, Mr S had to take out impound insurance and pay for the car to be removed from the impound.

Mr S raised a complaint with Tempcover. He was unhappy that the insurance hadn't started at the time he'd selected online. He felt Tempcover was responsible for his financial loss and the inconvenience he'd experienced.

Tempcover said the policy start time was presented to Mr S at the point of purchase and it was also showing in the confirmation email it had sent him. It said that if a policy start time is manually selected and it is too close to the payment completion time, its system allows ten minutes for the payment to complete and the document to be generated.

Tempcover said that although it had provided Mr S with his policy start time upon the purchase of it, it agreed that the policy start time was generated a significant time ahead of the completed payment. It offered to refund Mr S the full cost of both the temporary insurance policy and the impound vehicle policy he'd purchased as a gesture of goodwill.

Mr S remained unhappy and asked our service to consider the matter. He also let us know that he'd been summonsed to court and had instructed a solicitor to deal with the case.

Our investigator looked into Mr S's concerns but didn't think his complaint should be upheld. He didn't think the ten minute delay in the cover start time was unreasonable and was satisfied Tempcover had provided clear information about it.

Mr S disagreed with our investigator's outcome. He said the confirmation of purchase said the policy would start at the time he'd picked, and he had no reason to believe it would start eight minutes later. He didn't think it was fair to expect him to read the email he'd received from Tempcover a minute before the expected start time. He didn't agree it was fair for Tempcover to delay coverage without warning and suggested it make changes to its website.

Mr S believed Tempcover had unilaterally altered the policy start time without his consent. He said if he'd been informed of the delay before it had accepted his payment, he could have explored alternative providers.

Mr S also made several comments about why he thought Tempcover was in breach of the Financial Conduct Authority's (FCA) guidelines.

As Mr S disagrees with our investigator's outcome, the complaint 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.

Having done so, I've decided not to uphold Mr S's complaint. I'll explain why.

I'd like to reassure Mr S that I've considered everything he's told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. If I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Tempcover says Mr S took out the policy via a comparison website at 20.15. He completed the quote form and selected a policy start time of 20.20. Its records show that Mr S's purchase was completed at 20.18 and the policy start time was 20.28.

Tempcover has provided a screenshot to show the notification Mr S would have seen on the website when the purchase completed. This includes the policy date and start time.

Tempcover has also provided a copy of the confirmation email that was sent to Mr S and a screenshot showing that the email was sent to him at 20.19 and opened at 20.30. This email also shows the policy start date and time of 20.28.

The certificate of insurance (which also shows the policy start date and time) was available to download if Mr S had clicked on a link on the email. Beneath the link there is information about updating the Motor Insurance Database (MID). It says that due to the short-term nature of the policy, it may have expired before the details are loaded into the database. It recommends the customer prints or downloads their documents to take on their journey should they be stopped by the police.

Mr S has confirmed he didn't open the confirmation email until after he was stopped by the police. He's also commented that he used his mobile phone to purchase the policy and may have seen the first part of the confirmation saying *"your temporary vehicle insurance is ready to go! You can relax now, everything is taken care of. Your temporary insurance policy is in place and will begin at the time you selected."* He says he wouldn't have felt the need to scroll down as he'd put the start time as 20.20. He had no reason to think it would start at 20.28.

I appreciate Mr S assumed the policy started at the time he'd requested. However, Tempcover has explained the reason for the ten minute delay. I'm not persuaded that Tempcover has acted outside of the FCA's guidelines as Mr S has suggested. Mr S would have been eligible to claim benefit under the policy. He just needed to wait another eight minutes before beginning his journey. It also seems unlikely that he would have found an alternative provider to offer insurance to start much sooner in such a small timeframe.

I acknowledge what Mr S has said about the wording on the confirmation. However, the start time is clearly stated beneath this on the website confirmation and email. So, I'm satisfied that Tempcover provided Mr S with clear information about the start time.

It's unfortunate that Mr S didn't read the confirmation or email before he set off on his journey and that he got stopped by the police so soon after he completed his application. From the information I've seen, it appears that Mr S was found to be driving at significantly above the speed limit two minutes before the policy started. I don't have enough information to tell me if he would have been stopped if he hadn't been speeding.

Tempcover has provided us with a copy of the email it sent to the police explaining that Mr S purchased his policy before he was stopped, and that it was likely he'd assumed the policy had already started. It's also shown that it asked the underwriter of the policy if it would be willing to provide a letter of indemnity to Mr S, but this was declined.

I know my answer will be disappointing for Mr S, but overall, I think Tempcover has acted fairly and reasonably. I'm satisfied that Tempcover provided Mr S with clear information about the policy start time. So, I don't think it's responsible for Mr S being found to be driving without insurance. Tempcover offered to refund the cost of both policies, which I understand Mr S has accepted. It also did what it could to try to assist Mr S by contacting the police and the underwriter.

My final decision

For the reasons I've explained, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2023.

Anne Muscroft
Ombudsman