

## The complaint

Mr F is complaining that Abbeyfields Services West Midlands Ltd ('Abbeyfields') didn't make it clear what information he needed to provide when he took out a car insurance policy.

## What happened

In March 2021 Mr F contacted Abbeyfields – a broker – to take out a car insurance policy for one of his cars – which I shall refer to as 'the D'. Abbeyfields asked him a number of questions as part of the application – including asking "*in the last five years, any accidents, claims or losses?*". Following this, Abbeyfields then arranged a policy for Mr F.

In May 2021 Mr F contacted Abbeyfields to look to insure another one of his cars – which I shall refer to as 'the B'. Abbeyfields then arranged another policy to insure the B. Both policies were provided by the same insurer.

In August 2021 Mr F had an accident in the B, so he looked to claim for the damage against his insurance policy. However, the insurer avoided both insurance policies because it said Mr F hadn't disclosed a number of previous claims.

Mr F didn't think this was fair as he said Abbeyfields only asked him what claims he'd had while driving the D and he'd disclosed them. He said Abbeyfields didn't ask him if he had made any claims regarding the B.

Abbeyfields didn't think it had done anything wrong. It said it asked Mr F whether he'd had any accidents, claims or losses in the last five years and he'd only disclosed one. Mr F didn't think this was fair as he said he had disclosed any claim he'd made for the respective vehicle as he had always done throughout his driving history.

Our investigator didn't uphold this complaint. He didn't think Abbeyfields had acted fairly, but he didn't think Mr F had lost out as a result. He thought Abbeyfields had been clear in the first telephone call with Mr F that he had to disclose all claims, and it wasn't just car specific. However, he thought it should have redone the fact find when Mr F applied for a policy to insure the B – or at the very least go through the information Mr F had told it the first time and check all the information was accurate. However, he wasn't persuaded that Mr F would have provided different information had it done so. So he didn't think Abbeyfields needed to do anything to put things right.

Mr F didn't agree with the investigator and maintained he always only disclosed the claims relating to the car he was insuring. So he says he would have disclosed all the claims had Abbeyfields asked him for claims relating to the B.

As Mr F didn't agree with the investigator, the complaint's 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.

I've decided to not uphold this complaint and I'll now explain why.

Abbeyfields has arranged two insurance policies for Mr F for two different vehicles. It relied fully on the information Mr F provided on the first application when arranging the insurance for the second vehicle, apart from also including a claim Mr F told it about which happened after the policy for the D was taken out. However, it needs to be remembered that each policy application is an entirely new application. And Abbeyfields had a duty to ensure the information it provided to the insurer was accurate. So I would have expected Abbeyfields to have either completed a new fact find or to confirm the individual information it had was accurate – i.e. I would have at least expected Abbeyfields to confirm with Mr F that he'd told it about one claim he'd made in the last five years and whether that was correct. It didn't do this.

However, I have to think about whether Mr F would have acted differently – i.e. would he have disclosed the undisclosed claims if asked about them the second time. I'm not persuaded he would have done. I note Mr F has said that he always only discloses the claims relating to the car he was insuring. So he says he would have disclosed the claims relating to the B had Abbeyfields asked him for claims details again. But I don't think I can reasonably and safely conclude that's the case.

I cannot ignore that Abbeyfields asked Mr F if he had made *any* claims in the last five years when he took out the first policy. There was nothing in the question that made it specific to the car in question. From listening to the telephone call, I also don't think I can reasonably say Mr F's response was specific to the car he was insuring at the time – especially given the claim he did disclose related to the B, not the car he was actually insuring at the time. He also said he'd had a big accident, but said that was many years ago.

I'm also conscious that Mr F's testimony has been inconsistent on his reasons for not disclosing the claims. Following the insurer informing Mr F of the cancellation, he responded by letter and said he only disclosed claims for the last year as he said Abbeyfields hadn't asked for more than that. Then, when Abbeyfields queried the non-disclosure with him, he said he assumed that it would have done a search and found the claims he didn't disclose. It was only a number of months later that Mr F said he only ever disclosed the claims relating to the vehicle he was insuring.

The simple inescapable fact is that Abbeyfields asked Mr F to inform it of *any* claims, accidents or losses he'd had in the last five years and he didn't answer this correctly. Given, the above inconsistencies, I cannot say with sufficient certainty that he would have answered that question differently, or corrected the incorrect information, had Abbeyfield done a further fact find when arranging a policy for the B.

Ultimately, while I do think Abbeyfields could and should have done more to verify the information it held was accurate before arranging the insurance for the B, I find that the fundamental reason Abbeyfields provided an incorrect claims history to the insurer is because of Mr F's failure to take reasonable care to ensure he answered the questions it asked accurately. So I don't think Abbeyfields is liable for any losses Mr F has incurred as a result of the insurer cancelling his insurance policies.

Mr F has also raised a complaint about the actions of the insurer. But the insurer is not a party to this complaint and that complaint has been considered separately by this Service. So, in this decision, I haven't made any findings on the fairness of the insurer's actions.

### **My final decision**

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 April 2024.

Guy Mitchell  
**Ombudsman**