

## **complaint**

Mr D complains that Admiral Insurance Company Limited won't pay his claim on his multi-car motor insurance policy. He wants it to settle his claim. Mr D is represented in this complaint by Mr K.

## **background**

Mr D took out a multi-car family policy with Admiral, starting on the 1 February 2011. Mr D and his son A were on the policy. On 26 August 2011, son A called Admiral to obtain a quote to add son B as an occasional driver. Son A then sent an email to Admiral on 2 September 2011. This said that he'd recently been banned from driving. But Admiral didn't receive this. Son A called Admiral on 16 December 2011 to add son B to the policy as a named driver. The policy then renewed and new documents were issued for the forthcoming year. Mr D called Admiral on the 13 February 2012 to amend the payment details held on the policy. On 22 May 2012, son B was involved in an accident. Admiral then found that son A had been disqualified. It cancelled the policy from the date of the disqualification. The claim wasn't met. Admiral later returned the entire premium to Mr D.

The adjudicator didn't recommend that the complaint should be upheld. She thought that in a phone call and at renewal the family were asked a clear question about any convictions. Although son A sent an email to Admiral it wasn't to the correct address. When son A called to add son B to the policy he made no reference to him now being banned from driving. Instead, son A said that son B needed to be added as he was going abroad. He said that son B would run the car for him whilst he was away. Mr K has referred to the Financial Conduct Authority's (FCA's) regulations and rules. But the adjudicator didn't think these were relevant.

Mr K replied that, in the call to Admiral, son A thought the questions referred just to son B, who didn't have any convictions. Mr K said that Admiral had breached FCA guidelines and rules when meeting the consumer's demands and needs for the policy.

## **my findings**

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

Admiral cancelled Mr D's policy from the date of son A's conviction. It said that if it had known of the conviction then it wouldn't have offered cover.

Where a complaint arises from non-disclosure of information important to an insurer, we look to see that it asked a clear question when the policy was taken out. We check that the information given would affect whether a policy was offered. And we see whether the informant has acted carelessly or deliberately in making the non-disclosure.

Son A received a conviction for a drink driving offence on 26 May 2010. He contested this and he wasn't disqualified from driving until 18 August 2011. He was banned from driving for 12 months from then.

Mr D says that the questions asked by Admiral in relation to son A's driving convictions were unclear. I can see that calls were made at each renewal and when any changes were made to the policy. The question asked by Admiral on each call was,

*“Have you or any driver been involved in any motoring offences in the last 5 years resulting in a fixed penalty, conviction or disqualification or have any pending prosecutions?”*

I agree with the adjudicator that this is a clear question that asks for disclosure of any motor conviction or pending prosecution. Every time this question was asked the answer given was “no”. However, this was an incorrect answer because son A had a pending prosecution.

Admiral sent its renewal documents for the whole policy to Mr D. I can see that these documents set out all the information for all drivers and vehicles covered. Mr D was asked to check the information in them in order to ensure everything was correct. I can see that the same question as above was asked. Again, the answer for son A was “no”.

The adjudicator has explained that the onus was on Mr D to check all the documents and make sure all the information provided was correct. I think that Admiral provided a number of opportunities for son A’s conviction or pending prosecution to be declared. But it wasn’t.

Son A tried to email Admiral to say he’d been banned from driving. Unfortunately, Admiral didn’t receive this and son A didn’t follow it up. When son A called Admiral to add son B on the policy, again there was no mention of the fact son A had lost his licence for 12 months. Son A said that he thought he was being asked about son B’s convictions, but I don’t agree. The call records show that he was asked about “*any driver*” on the policy, which included him.

Son A said that he believed he wouldn’t receive a disqualification and this was his initial reason for not declaring the conviction. But I think that Admiral asked a clear question regarding convictions in the last five years and pending prosecutions. At the start of the policy on 1 February 2011 son A had both. He’d been convicted on the 26 May 2010 for the drink driving offence and he was pending sentence for this conviction. Neither of these was declared.

Admiral has provided its underwriter’s decision to cancel the policy from the date of the disqualification. I think that it has shown that it wouldn’t have offered cover if it had known of son A’s conviction. Therefore, I think its decision wasn’t unreasonable. As there was no policy in place at the time of the incident, it rejected the claim. Again, I think this wasn’t unreasonable.

Admiral first thought that the non-disclosure of the conviction was deliberate. However, it considered son A’s explanation. Admiral then returned all premiums paid for the policy that it had originally retained due to the non-disclosure. I think this is very fair. I don’t think Admiral has done anything wrong.

The adjudicator has already explained to Mr K that his concern that Admiral is in breach of FCA regulations and rules will need to be referred to the FCA directly. I haven’t seen any evidence to lead me to think that this has would have any effect on the outcome of Mr D’s claim on his policy.

### **my final decision**

For the reasons I’ve discussed, it is my final decision that I don’t uphold this complaint and I make no award against Admiral Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr D to accept or reject my decision before 10 July 2015.

Phillip Berechree  
**ombudsman**