

## complaint

Mr V complains that One Insurance Limited has treated his motor insurance policy as void from the outset and will not deal with a claim he made when his car was stolen.

## background

In December 2012, Mr V took out a motor insurance policy with One Insurance after going through an online price comparison site and an online broker. In April 2013, his car was stolen and he made a claim through the broker.

One Insurance said that when he applied for its policy, Mr V failed to disclose that he had had a previous motorcycle accident in 2012. He had made a claim against his motorcycle insurance policy, which had been paid and recorded as a fault claim. One Insurance said that if it had known this, it would not have issued its policy, as its underwriting policy was not to provide insurance where there was a fault claim within the last three years. It therefore said it was voiding the policy. It would return the premium Mr V had paid, and would not accept or deal with his claim.

Our adjudicator did not recommend that this complaint should be upheld. He said that while on the price comparison site, Mr V had to answer "Yes" or "No" to the following standard question:

*Any accidents or losses, whether there was a claim or not and regardless of blame, in the last five years.*

Mr V had answered "No" to this question. He said this was because when applying previously for motorcycle insurance, he had been told that motor claims need not be disclosed. However, the adjudicator considered that the question asked here was sufficiently clear as it referred to "Any" accidents.

As One Insurance would not have offered insurance to Mr V if it had known the true position, it was entitled to void the policy, and he did not consider it had acted unfairly in doing so and refusing to deal with Mr V's claim.

Mr V responded to say, in summary, that:

- the adjudicator had acknowledged that his error was inadvertent, and that Mr V's understanding of the requirements of motorcycle insurance had caused some confusion. In these circumstances, he did not agree that the question he had been asked was "clear";
- in response to a subject access request he made, One Insurance failed to disclose the material email mentioned below. This suggested it had not acted reasonably or transparently;
- One Insurance sent him an email in December 2012 which said that *"to protect us against fraud we will be running a series of integrity checks on the information you have provided"*. The adjudicator had said that this was merely a warning, and did not mean that One Insurance had to carry out such checks before issuing the policy. Mr V disagreed. He said that using the word *"will"* meant this was more than a warning, and by failing to carry out checks of the insurance industry database at that time, as it said it would, One Insurance was equally culpable in the matter; and

- if the above arguments were not accepted, as his non-disclosure had been inadvertent, a fairer result would be to treat the policy as never having existed, with no record of its voidance appearing on his insurance record. This would at least allow him to continue with his previous no claims history, and enable him to obtain insurance based on his record before he took out the One Insurance policy.

### **my findings**

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

I conclude that by asking about “*Any accidents...*” in the context of an application for car insurance, the question was sufficiently clear that motorcycle and other motoring accidents should be disclosed. Like the adjudicator, I consider that the wording of the email sent to Mr V was intended as a warning. It did not impose any obligation on One Insurance, and did not remove the onus on Mr V to answer the questions in the application procedure carefully and truthfully.

I do not know why the email was not disclosed in response to Mr V’s subject access request. However, I have seen One Insurance’s criteria for accepting new business, and from this I am satisfied that it would not have issued Mr V’s policy if it had been aware of his previous motorcycle claim. Accordingly it was entitled to treat his policy as void from the outset. In these circumstances, I do not consider it would be reasonable for me to require it to remove all references to the policy from its records and from external databases.

### **my final decision**

For the reasons I have stated above, my decision is that I do not uphold this complaint, and make no order against One Insurance Limited.

Lennox Towers  
**ombudsman**