

The complaint

Mr C complains about Accredited Insurance (Europe) Ltd ("AIL") and their decision to decline the claim he made on his motor insurance policy after his car was deemed a total loss.

What happened

Mr C held a motor insurance policy, underwritten by AIL. Unfortunately, in December 2022, Mr C was involved in a road traffic accident. So, he contacted AIL to make a claim. The damage to Mr C's car was inspected and following this, his car was deemed a total loss. But during the claim process, AIL noted that the car's MOT certificate had expired on 8 December, 14 days before the accident took place. So, they thought Mr C had been driving without a valid MOT certificate and so, had breached the terms and conditions of his policy. And because of this, they declined Mr C's claim.

Mr C disputed this decision. And he explained he had been driving to a local garage for the MOT to be conducted, as he'd been unwell with COVID-19 in the weeks before this which resulted in his initial MOT booked in for 8 December 2022 to be rescheduled.

AIL noted Mr C's testimony. And they asked for evidence that showed Mr C had been suffering with COVID-19, and that MOT's had been booked in for 8 and 22 December. Mr C was unable to provide evidence regarding his health. And he was unable to show proof of booking before the 22 December, as he stated this was arranged verbally. But he did provide an email from the intended garage, stated an MOT had been arranged for 22 December.

AIL considered the information Mr C supplied. But they didn't think this satisfied them that Mr C was definitely driving to an MOT appointment on the date of the accident and so, they maintained their decision to decline the claim. Mr C was unhappy about this, so he raised a complaint.

Mr C thought AIL's decision to decline his claim was unfair. He thought the evidence supplied showed he was driving to an MOT appointment and so, he was driving legally at the time. Because of this, he thought AIL should reverse their decision and accept the claim.

AIL responded to the complaint and didn't uphold it. They felt they'd acted fairly, and in line with the terms and conditions of the policy, when declining the claim. And they thought they had given Mr C reasonable opportunity to provide satisfactory evidence he was driving to an MOT, which they didn't feel they had received. So, they didn't think they needed to do anything more. Mr C remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought the policy Mr C held made it clear he was required to have a valid MOT certificate when driving. And they were satisfied he didn't at the time of the accident. They also didn't think the evidence Mr C supplied satisfied them, beyond reasonable doubt, that he was driving to a pre-booked MOT appointment and so, they didn't think they could say AIL had acted unfairly when declining the claim. So, they didn't think AIL needed to do anything more.

Mr C didn't agree. And he resent the email he received from the garage he says was intended to complete the MOT, which stated an appointment was booked in for 22 December 2022. Our investigator reaffirmed their view, explaining this email had already been considered. Mr C didn't agree and so, the complaint has been passed to me for a decision.

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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr C. I recognise he paid for the policy, underwritten by AIL, to assist him both practically and financially in a situation such as the one he found himself in. So, when he became aware his claim had been declined and he wouldn't receive a payment for his car which had been deemed a total loss, I can understand why he'd feel unfairly treated.

And I can appreciate how this would be made worse when he realised AIL's reasoning, considering his testimony that he was travelling to an MOT appointment and that this was a rescheduled appointment due to his ill health around that time.

But for me to say AIL should do something differently, such as overturn their claim decision and accept it, I first need to be satisfied AIL have done something wrong. So, I'd need to be satisfied that, when declining the claim, they failed to act within the terms and conditions of the policy Mr C held. Or, if I think they did act within these, I'd need to be satisfied they acted unfairly in some other way. And in this situation, I don't think that's the case.

It's not in dispute that Mr C didn't have a valid MOT certificate in place at the time of the accident. I've seen evidence that shows Mr C's previous MOT ran out on 8 December 2022. And Mr C himself has confirmed this, explaining he had booked in an MOT for that date only for it to be rescheduled due to him having COVID-19 and so, was unable to attend.

I've also seen the terms and conditions of the policy Mr C held. And these explain, within the general conditions section of the policy, that *"all reasonable steps must be taken to: (b) ensure your vehicle or trailer is in a safe and roadworthy condition"* before stating *"When required by law, your vehicle or trailer must be covered by a valid Ministry of Transport Test Certificate at the date of any accident, loss or theft"*.

The policy also explains that AIL *"will only provide the cover described in this policy if any person claiming indemnity has complied with all of its terms and conditions"*.

In this situation, I think it's made reasonably clear that a condition of the policy was for Mr C's car to have a valid MOT certificate at the time of the accident. And in this situation, it didn't. So, I don't think I can say AIL have acted outside of the terms and conditions of the policy when declining the claim, as it's made reasonably clear they will only provide cover if all of the conditions were met. And I don't think they were here.

But as I've explained above, I've also thought about whether AIL acted fairly. And I recognise Mr C doesn't think they have as he's explained he was travelling to a pre-booked MOT appointment at the time of the accident. So, while Mr C doesn't dispute he didn't have

a valid MOT certificate, he thinks he was still driving legally in line with road traffic laws.

I've seen AIL confirm to both Mr C, and our service, that they would consider indemnifying and accepting the claim taking this point into consideration, if Mr C was able to provide evidence to show an MOT appointment was pre-booked. And I've seen AIL have given Mr C the opportunity to provide this information. So, I think AIL acted fairly, and took Mr C's arguments into consideration, as I'd expect them to do.

I've then considered the evidence Mr C did supply. He was unable to provide evidence of his illness altogether, or evidence his original MOT appointment on 8 December 2022 was booked, and then rescheduled.

But Mr C was able to provide an email from a local garage he says was due to complete the MOT. This email was sent in January 2023, after the accident, explaining Mr C was booked in for an MOT on 22 December 2022. So, I can understand why Mr C thinks this information should be sufficient.

But crucially, I don't think it is on this occasion. To be able to show the appointment was pre-booked, I'd expect Mr C to be able to provide some form of information that shows the appointment was arranged prior to him travelling on 22 December. And Mr C has been unable to provide this.

While I appreciate Mr C may have arranged the MOT over the phone, I would expect Mr C to have received some form of written confirmation confirming this. Or, if the garage was able to confirm Mr C was due to attend an MOT on 22 December in January 2023, then I'd expect Mr C to be able to provide some form of evidence from the garage, that shows it was booked into whatever system they use. And if neither of the above was possible, at the very least I'd expect to see evidence of the calls between Mr C and the garage, where he says the MOT's were booked in verbally. But to this date, Mr C has been unable to provide this.

So, because of the above, I don't think I can say AIL have acted unfairly when deciding the information Mr C provided wasn't sufficient to show them, beyond reasonable doubt, that an MOT appointment was definitely pre-booked for 22 December 2022, when the accident occurred. And I also think it's important to note that by 22 December 2022, Mr C had been able to obtain a valid MOT certificate for over six weeks, as law allows an MOT to be completed up to a month before the end of the previous certificate. So, while I do appreciate the unfortunate timing considering Mr C's testimony, I do think he had the ability to ensure a valid MOT certificate was obtained before the accident occurred. Because of this, I don't think they need to do anything more on this occasion.

I understand this isn't the outcome Mr C was hoping for. And I appreciate Mr C is unlikely to agree, considering his testimony regarding his MOT appointment, and his reason for travel. But our service is an evidence-based organisation. And where necessary, we must take decisions on what we think is most likely to have happened, based on the evidence available to us. In this situation, I don't think I can say the evidence Mr C has supplied is enough to satisfy me, beyond reasonable doubt, that AIL acted unfairly when taking the decision they have.

My final decision

For the reasons outlined above, I don't uphold Mr C's complaint about Accredited Insurance (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 October 2023.

Josh Haskey
Ombudsman