DRN-4856891

The complaint

M has complained about AXA Insurance UK Plc's (AXA's) decision to void its Property Investors Protection Plan Policy ('the policy'), after it made two claims for fire damage affecting a commercial property it owns.

What happened

Both M and AXA have been represented by solicitors at certain times in relation to the claim and complaint.

M has also been represented by its directors, and its insurance broker so references to M in this decision will also include its directors, Mr J and Mr K and its broker who I will refer to as 'B'.

AXA has been also represented by its loss adjuster who I will refer to as 'C'. Other experts have also been engaged by AXA during the claim validation process. So, all references to AXA in this decision will include its representatives and agents.

M owns a building comprised of a public house and living accommodation (the 'building'). On 28 July 2017, M took out a policy to cover the risk of the building trading as a public house, together with flats above occupied by working people, which renewed in July 2018.

The building was damaged by two separate fires on 7 May 2019 and 13 May 2019. M's insurance broker, B, promptly notified AXA of the claim following the first fire on 7 May 2019. AXA appointed C, its loss adjuster on 8 May 2019, to investigate the first claim on its behalf, which included investigating the circumstances surrounding the first fire and concerns AXA had about coverage issues. AXA appointed C to investigate the circumstances surrounding the second fire and its concerns about coverage issues on 14 May 2019. C provided AXA with preliminary reports on both fires dated 28 May 2019, which addressed the circumstances surrounding the fires and coverage issues.

A number of investigations and interviews were carried out over the next year, and information was requested from M to assist C with validating the claim. On 30 April 2020, AXA wrote to B to explain that its enquiries into the claim were taking longer than expected due to the confusing nature of the documentation provided by M, which required additional clarification. AXA wrote to M on 11 May 2020, raising concerns about the adequacy of the presentation of the risk made to it in July 2017, that a public house was operating in the building at that time, and the adequacy of the presentation of the risk made at renewal of the policy in July 2018 that the building was occupied by working people. AXA requested a response to those concerns by 1 June 2020. Detailed correspondence between the parties' solicitors followed leading to AXA issuing its decision to void the policy on 5 February 2021 (the 'avoidance letter').

In the avoidance letter, AXA informed M that it had decided to treat the policy as '*void ab initio from the date on which it was incepted being 28 July 2017*'. The consequences of that decision included that the policy wasn't capable of renewal on 28 July 2018 so at the time of the fires AXA wasn't on cover in relation to the building and therefore had no interest in the

building or the claims. At the end of the letter, AXA's solicitors wrote: '*The breach of the duty of fair presentation and the misrepresentation in July 2017 could not have been innocent mistakes on the part of M. They either knew the true position about the pub or would have if they had made suitable enquiries*'. The letter explained that AXA would retain the premiums paid by M for the policy in 2017 and 2018, as permitted by the Insurance Act 2015.

The solicitors then corresponded at some length about AXA's assertion of privilege over the key documents, including the reports provided by C. M's solicitors suggested that M was considering serving an application or proceedings on AXA in relation to the decision to void the policy. But instead, unhappy with AXA's decision to void the policy, M complained to AXA and received a final response on the complaint on 20 January 2023. In that final response, AXA set out a detailed summary of the correspondence between the parties' solicitors throughout the duration of the claim, in relation to the claim and the legal proceedings M was intending to commence against it. AXA also maintained that the decision to decline the claims and void the policy was made in accordance with the policy terms and conditions and was fair in the circumstances.

In July 2023, M referred the complaint to this service and provided a detailed explanation of the concerns it had with regard AXA's decision to void the policy and decline the claims. M said AXA's decision was based on: '*various circumstantial evidence that it has attempted to knit together in order to create an alternative factual position (as opposed to the actual reality) to justify its conclusion that*:

(i) the Property was <u>probably</u> not being operated as a public house in July 2017 when the policy was taken out; and

(ii) it does not accept that at the renewal of the policy in July 2018 (when we confirmed to AXA that the public house was no longer operating at the Property) that the Property was <u>probably</u> not being occupied by working people.'

M also complained that AXA had declined to disclose any reports or correspondence between itself and C, on the basis that it was covered by legal and litigation privilege. M believes it has been at a disadvantage in dealing with the claim as it hasn't had the benefit of a loss adjuster attending the property and preparing a preliminary report (with photographs) which M believes must show that the property was being occupied.

In the documents referring its complaint to the Financial Ombudsman Service, M has also said:

- it was not in occupation of the property in July 2017 and 2018 so has not been able to access the property;
- AXA has ignored evidence which shows that the property was being occupied, which M says has always been its understanding;
- it had done its best to demonstrate to AXA that the property was trading as a public house in July 2017 and continued to do so until at least March 2018;
- it also provided information regarding the tenants in occupation after the tenant moved out in May 2018;
- at no time had it acted in a way that could be shown to have been careless or reckless in terms of their representations to AXA; and
- it informed AXA that the property was not trading as a public house at renewal in July

2018, but in July 2017 it was M's genuine belief that the property was trading as a public house.

Our investigator looked into what had happened and issued a view not upholding the complaint. She concluded that the weight of evidence supported AXA's view that the property hadn't been trading as a public house since some time prior to the policy being taken out.

In response to the investigator's view, M said it wanted more time to submit further evidence in support of their claim and they wanted a copy of C's findings and photographs of the living accommodation.

Our investigator issued a second view explaining that she would not be providing a copy of C's report (including the photographs) and findings, as they had been provided to the Financial Ombudsman Service by AXA, in confidence. With regard to M's request that our investigator provide copies of all of the information M had provided to this service, our investigator declined to do so and informed M that collating information for either party is not a service we can provide.

M didn't accept our investigator's views and requested an ombudsman's decision on its complaint.

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.

There are two preliminary matters I will address before I provide my reasons for not upholding this complaint. I will first respond to M's comments about not being given the opportunity to provide all of the information it has on the complaint before the decision is issued. I will next respond to M's request for copies of information relating to the complaint.

Opportunities for M to provide evidence in support of its complaint

When M brought its complaint to this service it provided a detailed letter outlining all of the elements of its complaint. On 1 August 2023 one of our customer help colleagues sent M a letter advising it of a likely delay in having its case allocated and suggested that it might be helpful for M to keep a note of the events that led to the complaint and keep records of its communication with AXA which the case handler would also find useful.

On 20 September 2023, M's complaint was assigned to one of our investigators who wrote to M and asked for confirmation that she had understood the complaint correctly. On 15 February 2024 our investigator issued her first view on the complaint and at the end of the view said that if M didn't agree with the view: *'…- you must provide any further evidence or representations by 29 February 2024*'.

On 15 February 2024, M asked for additional time to submit evidence in support of its claim. Our investigator questioned M about whether it was intending to submit new evidence, because any new evidence would need to be shared with AXA first so it could reconsider the claim or complaint in light of the new evidence.

In response, on 19 February 2024, M asked our investigator to detail what evidence she had received from M and from AXA. Our investigator explained in a second view dated 20 May 2024 that she had summarised the information she had relied on in the earlier view and wasn't able to share the documents. M was given until 27 May 2024 to provide any

further evidence or representations. On 21 May 2024, M asked our investigator to provide copies of all of the evidence it had sent to support its case, including any such evidence AXA had provided, and said they would need more time to '*pull all this together*' once the information had been provided.

On 6 June 2024, our investigator explained that she had already shared a summary of the evidence she considered to be material to the outcome of the complaint which is what this service is expected to do. She confirmed that it wasn't our role to gather information for either party and said that M needed to confirm by 20 June 2024 whether it wanted an ombudsman's decision on the complaint. On 17 June 2024, M confirmed that it did want a decision to be issued on its complaint.

Having considered all of the information, I don't agree that M has been denied the opportunity to provide evidence in support of its complaint. As our investigator explained, we are an informal alternative dispute resolution service, charged with resolving complaints efficiently and with the minimum of formality. It is therefore essential that the party bringing the complaint provides us with all of the relevant information it has about the complaint at the earliest opportunity.

M was provided with opportunities to send us information relevant to its complaint on 20 September 2023, 15 February 2024, 20 May 2024, and 6 June 2024. I'm therefore satisfied that M has had sufficient time and opportunity to provide the Financial Ombudsman Service with any information it wanted to be considered, regarding its complaint. So, I will proceed to give my decision on this complaint, based on the information that the parties have provided up to the date of this decision.

M's request for copies of reports and correspondence from AXA

I've next considered M's request for copies of reports and correspondence between AXA and C, which have been provided to the Financial Ombudsman Service, in confidence.

In considering this element of M's complaint, it may be helpful if I explain that the Financial Ombudsman Service is an informal dispute resolution service, established under Part XVI of FSMA as *"a scheme under which certain disputes may be resolved quickly and with minimum formality by an independent person*".

The types of disputes this service has the power to consider are complaints about regulated activities which have been carried out by authorised firms, brought by eligible complainants, all as are more particularly described in the Disputed Resolution Rules included the Financial Conduct Authority's handbook of rules and guidance (commonly referred to as 'DISP'). That does not include disputes about issues of legal privilege. Neither does the purpose for which the Financial Ombudsman Service was established include providing parties with an alternative means of obtaining discovery of documents in anticipation of legal proceedings to be undertaken through the court.

The DISP rules give the ombudsman certain powers in relation to the receipt and sharing of information with the parties. The rule that is of particular relevance to M's complaint about AXA declining to share certain documents with it is DISP rule 3.5.9R(2), which says that the Ombudsman may '(2) *accept information in confidence (so that only an edited version, summary or description is disclosed to the other party) where he considers it appropriate*'.

When AXA provided its business file to the Financial Ombudsman Service, it said the documents were being provided in confidence and attracted legal privilege so weren't to be disclosed.

Our investigator considered both M's request for the documents and AXA's objection to the documents being shared. Our investigator referred to the DISP rule I have detailed above and confirmed that we had accepted the report in confidence and would not be disclosing it. She went on to say that in providing a summary of the relevant information on 14 February 2024, the Financial Ombudsman Service had met the requirements of DISP 3.5.9R(2).

I agree with the conclusions reached by our investigator in relation to M's request for documents to be disclosed. The Financial Ombudsman has the power to accept documents in confidence, which we have done, so C's report will not be shared with M. However, in the interests of natural justice (and as permitted by the DISP rule referred to above), our investigator has provided a summary of that information for M. When I give the reasons for my decision, in the following sections of this decision, I will also summarise the information that I have seen and relied on, where appropriate.

Evidence relevant to the presentation of the risk made by M to AXA, at the inception of the policy and at renewal

I've carefully read and considered all of the evidence on the case file, however, in the next part of this decision, I've only referred to the evidence that is directly relevant to the two key questions I need to decide.

The first is whether AXA has acted in accordance with the terms and conditions of the policy in declining the claims and avoiding the policy. The second is whether it was fair and reasonable of AXA to make those decisions, in all of the circumstances of the complaint.

The first key issue of fact that I need to decide in making my decision on this complaint is whether or not the business operation of a public house was being carried out in the building, at the time the policy was incepted.

Where the evidence is inconsistent, incomplete or contradictory, as it is here, the standard of proof I apply is that of the balance of probabilities. It is not enough for a plausible explanation to be offered in relation to the key issues of fact. To meet this standard of proof, the available evidence needs to show that one version of events is being more likely to have occurred, than another.

Evidence has also been obtained from a number of different people who are not directly involved in this complaint. As an informal alternative to the court, the Financial Ombudsman Service does not have the power to call third party witnesses, or to cross examine them on their testimony. In addition, it is not the role of this service to forensically examine financial information and try to work out why there are gaps in information or why a business has decided to carry out its financial affairs in a particular way. So, I will consider the evidence that is available and explain whether it persuades me, on the balance of probabilities, that AXA has acted fairly in the circumstances.

While I have considered all of the evidence the parties have provided and all of the circumstances of the complaint, in the paragraphs below, in keeping with my duty to resolve complaints efficiently with the minimum of formality, I will only be addressing the evidence which has led me to my outcome.

In making my decision on this complaint I have considered whether AXA has acted in accordance with the policy terms and conditions, and fairly and reasonably in the circumstances, when deciding to void the policy.

Fair presentation of risk condition – was the business operation of a public house being

carried out in the building at the time the policy was incepted?

On page 12, the policy terms detail what is covered as follows: '*We will cover you for damage occurring during the period of insurance to any of your buildings. We will pay you for the value of the buildings at the time of its damage or for the amount of the damage or at our option reinstate or replace the buildings or any part of it.'*

The definition of an insured peril which may be covered includes reference to '*fire*' on page 11.

So, it's clear that cover could have been provided for the damage to the building caused by the fires if the other policy conditions had been met.

The first policy conditions are included on page 7 of the terms. Directly underneath the heading: '*Policy conditions*' it says:

'You must comply with the following conditions to have the full protection of your policy. If you do not comply then we may at our option take one or more of the following actions:

1. *Cancel your policy*

2. *Declare your policy void (treating your policy as if it had never existed)*

3. *Change the terms of your policy*

4. *Refuse to deal with all or part of any claim or reduce the amount of any claim payments.*

There are additional conditions under each section of cover'.

The condition relating to the '*Fair presentation of risk'* is included on page eight of the policy terms. It says: '*You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not comply with this condition then*

1. *If the failure to make a fair presentation of the risk is deliberate or reckless, we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums….*

4. *Where we elect to apply one of the above then*

    a. *If we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.'*

M has told us that the business was trading as a public house at the time the policy was taken out. In support of its position, M has said rent was being collected from the tenant, deliveries of drinks were being made to the property, and M's directors and caretaker have made statements to the effect that the pub was open at the relevant time, in the unsigned witness statements provided by M's brokers to AXA.

I've considered the invoices and bank statements that have been provided to show that the pub was trading when the policy was taken out. I've also considered the unsigned witness statements from Mr J, Mr K and Mr S, the caretaker and have taken account of M's solicitor's explanation of the informal approach taken by M to operating its business.

Approximately 30 invoices issued by a company I will refer to as C, to M, detailing various descriptions of beverages, unit prices, quantity and total amounts due, covering the period from 11 April 2017 to 26 December 2017 have been provided as evidence that the pub was trading during that period.

I accept the invoices suggest that drinks may have been either ordered by the pub or provided to property. But without any corroborating evidence to confirm the items were received by the pub or paid for by the tenant, the invoices only suggest a set of circumstances. They don't persuade me that the pub was likely trading.

The directors of M have said that rent was collected weekly from the tenant and payment was received from the tenant for the drinks which were supplied up to 20 May 2018. However, I have only seen evidence of one tenant's occupation of the building, in a lease dated 7 October 2015. And the company named as the tenant on the lease passed a special resolution in September 2016 to be wound up voluntarily, and to appoint a liquidator. So, I'm not persuaded a tenant was paying weekly rent and paying for regular drinks orders at the time the policy was incepted in July 2017.

In addition, the redacted bank statements I've seen only show a few entries which detail payments of £2,500 into one of the company's accounts. No evidence has been provided of any regular payments which correspond with the amounts detailed on the invoices.

So, neither the invoices nor the unsubstantiated assertions that payment was received for delivery of the drinks, or for rent, persuade me that a public house was trading from the building in July 2017, when the policy was taken out.

In its correspondence to AXA's solicitors, M's solicitors said: '*We accept that there are some gaps in our client's records as many of the trading relationships and business agreements were done on a more informal basis and written agreements were not necessarily kept. We also accept that our client's processes and procedures were not always formerly [sic] documented which has made it more challenging to establish the key facts.*'

As I explained earlier in this decision, my role is not to assess how M ran its business. Rather, I am responsible for evaluating the available evidence to decide whether AXA has done something wrong.

AXA has provided evidence, obtained by C during its investigation of the claim, in support of its decision to void the policy on the basis that there was no trade of a public house operating in the building at the time the policy was incepted. That evidence includes statements included in planning applications, local newspaper reports, and verbal evidence from local professionals, among other things.

The key evidence from AXA which I consider to be material to the complaint includes:

- A planning application, signed on 17 September 2018 for a change of use. In section 5, '*Description of the Proposal*': it said, '*Proposals are to change the use of the building from A4 Public House to D1 Place of Worship*'. Section 6. '*Existing Use*': said '*Previous usage A4 Public House. The site has sat vacant for a number of years.*' The application was accompanied by a Design and Access Statement, which said at paragraph 1.2 of the introduction: '*The building was formerly utilised as a public house but has been left vacant and derelict for the past 4 to 5 years and is becoming an increasing eye sore for local residents and location for vandalism and other non-socially acceptable behaviour*'.

- When the architect who submitted the application was later questioned by C about these statements he said that he was told by the owners to exaggerate the situation to increase the chance of the planning permission being granted. Mr K, one of the directors of M said that the architect was using '*artistic licence*'. While I accept that may have been the case, I'm more persuaded by the information included in the documents that were filed with the local planning authority, than the architect and Mr K's later recollections, as recollections of past events can become less accurate with the passage of time.

- A local newspaper report dated 21 December 2018 which said: '*The pub has sat empty for nearly five years and is described as an 'eyesore' in planning papers*'. A local MP, Mr S was quoted as saying: '…*the pub has been an eyesore for the past five years and it is causing a lot of complaints from local residents*.'

- A planning application dated 31 May 2023, signed by a Mr T on behalf of one of M's shareholders (who I will refer to as 'K') which confirms that the site has been derelict and disused since 2014. More particularly, on page 2 of the planning application under the heading, '*Description*' it says: '*Former and vacant public house that has been derelict since 2013/2014*'. Later in the application, under the heading: '*Existing Use*' the current use of the site was described as follows: '*Derelict former public house that has been vacant since 2013/2014*'. The date of 1 January 2013 was included on the application as the answer to the question about when the existing use of '*Public House*' ended.

- The letter accompanying the planning application dated 25 May 2023, addressed to the local authority said: '*The application site is currently occupied by a large…… building which was formally in use as a public house but has been vacant and derelict since 2013/2014*'.

- A copy of a local newspaper report published on 29 November 2023, which reported on that planning application and quoted a local who was named as saying: '*It's good that it might finally get used, that bit of land has been wasted since it was empty in 2013*'. The article went on to say: '*The residents also said the former pub had become a hotspot for anti-social behaviour since its abandonment in 2013*'.

- Enquiries were made by C in 2019, of local professionals including a dentist, his receptionist and two shop assistants working in shops located near the building. The dentist's receptionist said she'd worked there since 2016 and the pub had never been open all the time she had worked there. The Dentist said it had potentially been opened 3-4 times during 2016-2017 for functions but wasn't open all the time. A nearby convenience store owner said the pub had been closed for 3-4 years and a shop assistant of another local shop who had worked for 11-12 years at the shop said the pub had been closed for 3-4 years.

While I have only referred to some of the evidence provided by AXA, the evidence I have detailed above, taken from a number of varied sources, over a period of approximately five years, consistently refers to the pub being derelict, and closed, for a significant period of time predating July 2017. I'm therefore persuaded that it's more likely than not, that the operation of a public house was not being undertaken at the property, in July 2017 when the insurance was taken out.

I've next considered whether AXA has fairly applied the '*Fair presentation of risk*' condition to M's cover when deciding to void the policy.

This condition reflects the legal position, relating to commercial property, as established by the *Insurance Act 2015* (the 'IA 2015') relating to misrepresentation. The IA 2015 requires a commercial customer to make a fair presentation of the risk when taking out and renewing a policy. The disclosure required is as follows:

a) disclosure of every material circumstance which the insured knows or ought to know, or

b) failing that, disclosure which gives the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

AXA has said M didn't give a fair presentation of the risk and also breached the related policy condition by taking out a policy to cover the risk presented as a trading public house with flats above occupied by working people when no pub was actually trading. AXA has also said that M hadn't given a fair presentation of the risk and had breached the policy conditions, when it later said that the building was being occupied by workers after the pub had ceased trading.

To say AXA acted fairly by avoiding the policy, I need to be satisfied that M didn't present the risk fairly and if it had, AXA wouldn't have offered a policy at all. Under the IA 2015 this is called a qualifying misrepresentation. This means I don't need to consider every issue AXA has raised if I'm satisfied there has been a qualifying misrepresentation with just one of the areas mentioned.

So, I have focused on the issue of whether there was a public house trading in the building when the policy was taken out. I therefore need to consider if a misrepresentation was made and if this would amount to a qualifying misrepresentation.

Under the IA 2015, when M took out the policy, it had a duty to make a fair presentation of the risk to the insurer. In order to make a fair presentation of risk the IA 2015 says a commercial policyholder must disclose everything they know, or ought to know, that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

I've considered whether I think M made a fair presentation of the risk when it took out the policy.

The Property Owners Market Presentation prepared on behalf of M by its insurance broker dated 10 July 2017 (the 'market presentation') referred to a rent receivable sum insured of £186,000, and it described the use of the property as commercial occupancy of a public house on a long-term lease and two private residential occupancies on a long lease.

So, by the market presentation M represented to AXA that there was a public house operating at the property in July 2017. On the basis of the market presentation, AXA provided cover to M in respect of the risk of a trading public house with flats above occupied by working people from 28 July 2017. During the course of C's investigation M's directors maintained the position that a public house operated at the property until mid-2018.

As the market presentation specifically referred to the occupancy of the building, I think M ought to have known the information provided in relation to the occupancy would influence AXA's judgement when deciding whether to take on the risk. And as M provided information which represented that the property was being occupied by a trading public house, when it likely wasn't, I'm persuaded it did make a misrepresentation.

Under the IA 2015, in order for AXA to take any action, it has to show that there has been a qualifying misrepresentation. This means that it needs to show that if it had been given the correct information it either have not offered the insurance policy at all or would have offered it on different terms.

I am persuaded by the evidence AXA has provided that it wouldn't have offered the policy cover if the correct information about the trading of a public house in the building had been provided when the policy was applied for. I'm therefore satisfied there has been a qualifying misrepresentation as laid out in the IA 2015.

Under the IA 2015, the remedy available to AXA also depends on whether the misrepresentation was reckless or deliberate or just careless. If it's considered deliberate or reckless then in addition to treating the policy as void, the policy premiums can be retained by the insurer.

A qualifying misrepresentation will be deliberate or reckless if the insured either knew that it was in breach of the duty of fair presentation or did not care whether or not it was in breach of that duty.

The directors have maintained their position throughout that a trading public house occupied the property when they took out the policy.

As I've already explained, M's solicitors have pointed out that the directors took an informal approach to the running of the business, which is why certain facts were more difficult to establish.

However, the measure of what the insured ought to know is described by the IA 2015 as what should have been revealed by a reasonable search of information available to the insured (whether the search is conducted by making enquiries or by another means). Information can be held in the insured's organisation or by any other person such as the agent. That knowledge includes those things that an insured suspects and about which they would have had actual knowledge, but for deliberately refraining from confirming / enquiring about the information.

As I have explained earlier in this decision, I'm persuaded that publicly available information likely demonstrated that a public house was not being operated from the building in July 2017. That information, and other financial information would have been available to the directors, had they enquired about it. The fact that such enquiries appear to have not been made (as the directors told us they understood the pub was still trading) demonstrates that they likely did not care whether that misrepresentation was in breach of the duty of fair presentation. So, I'm satisfied that a deliberate or reckless qualifying misrepresentation was made.

Where an insurer can show that but for the breach, it would not have entered into the contract of insurance at all, or would have done so only on different terms, the IA 2015 provides it with the remedy of avoiding the contract, refusing all claims and retaining the premiums paid (see paragraph 2 of Part 1 of Schedule 1 of the IA 2015).

AXA has provided me with evidence to show that if its underwriters had been told that the pub was not trading then it would not have accepted the risk. It follows that in avoiding the policy, declining the claims and retaining the premiums AXA has acted in accordance with the IA 2015, and the policy terms and conditions.

It's for insurers to decide what risks they are prepared to indemnify and on what basis. AXA has explained that it never would have agreed to cover this risk, of damage being caused to

the property where no business was trading, had it been informed of the risk.

I'm therefore also of the view that AXA has acted fairly and reasonably in the circumstances.

Our investigator went on to consider the arguments made by the parties in relation to the alleged occupation of the property by workers, following the alleged ceasing of the public house to trade from the property in mid-2018.

However, I do not need to go on to consider this element of M's complaint because I am satisfied that AXA has acted in accordance with its policy terms, the IA 2015 and fairly and reasonably in the circumstances, in treating the policy as '*void ab initio',* meaning it had no legal effect from the start. Consequently, there is nothing further that I need to consider in relation to any actions which occurred after the date the policy was originally incepted.

I therefore do not uphold this complaint.

My final decision

For the reasons given my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 18 September 2024.

Carolyn Harwood
Ombudsman