

The complaint

Mr B complained that First Central Underwriting Limited trading as Skyfire Insurance Company Limited declined his claim under his motor insurance policy.

His complaint has been brought to us by his solicitor.

What happened

Mr B's car was in an accident and was damaged. Mr B claimed on his policy, but Skyfire declined it. They said this was because he'd told them that the accident happened while he was driving home from work, but that wasn't covered under the policy. Mr B said he'd experienced stress, anxiety, and frustration due to Skyfire's decision and had been left without a car as he couldn't afford to repair or replace it.

The investigator thought that this was a reasonable decision for Skyfire to make on the evidence they had. He recommended that Mr B's complaint should not be upheld. Mr B didn't agree and so I've been asked 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.

We don't decide the circumstances of an accident. Instead we consider whether Skyfire acted reasonably in deciding to decline the claim.

I've looked at Mr B's policy documentation and it's clear that it excludes commuting. His Statement of Fact document says that his insurance cover is for "*Social Domestic & Pleasure Use only, excluding Commuting Use.*" It also says that if any information is incorrect, Mr B should tell them that or it could result in a claim not being paid.

I've listened to the recording of Mr B's call with Skyfire when he reported the accident. The investigator has already detailed what was said in that and so I won't repeat it. It's clear that Mr B said the accident happened when he was coming home from work. He also said that he used his car to go to and from work most days, specifically five days a week and that he went that same route to work every day normally.

After Skyfire declined the claim, Mr B then said that he'd made a mistake and that instead that he'd been returning from the gym when the accident happened. He said for the last three weeks he'd driven to the gym in the morning from where he got a lift to work with a van provided by work, and a lift back there after work. His employer confirmed that he had a van supplied by work, and his work colleagues would say that he'd been at the gym. His solicitor said that when he reported the accident he'd been under stress because he was being assessed for ADHD and that as result of that his behaviour could be impulsive and had trouble focussing. But he could not explain why he reported that he was coming home from work in his own car.

Skyfire said even if he had been coming home from the gym, they'd still consider that commuting, as it was part of the journey back from work. His solicitor said the policy didn't define commuting and it wasn't fair of them to retrospectively impose a policy term meaning. But commuting isn't a technical term, it's in common meaning. Its Oxford English Dictionary meaning is *"to travel daily or regularly to and from one's place of work."* So I don't think that it's unreasonable of Skyfire not to have defined it. In any event when Skyfire asked Mr B what he was doing when the accident happened, they didn't ask him if he was commuting. They asked him the purpose of his journey and he said, *"I was coming home from work."*

As I said above, my role is not to determine what did happen. It's to decide whether Skyfire acted reasonably in deciding to decline his claim. Mr B gave two contradictory accounts of the nature of his journey when the accident happened. In the end Skyfire had to decide which to believe.

Having considered all the evidence, including the lack of independent witnesses, Skyfire still decided that Mr B's first explanation when he reported the claim was more likely to be correct than his changed his account after they declined the claim. I think the questions they asked him in that call when he reported the accident were clear and they were open questions, and Mr B had the opportunity in it to explain about the journey. I do see that Skyfire's declining his claim has caused him stress and expense, and so I realise that this decision will disappoint him. But I can't say that Skyfire's decision was unreasonable, and so I don't require them to do anything else.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 December 2024.



Rosslyn Scott
Ombudsman