

The complaint

Mr P complains that One Insurance Limited (“One”) should pay a claim on his van insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a double-cab pick-up vehicle, first registered in 2020.

Mr P acquired the vehicle in mid-May 2023. Mr P insured the vehicle on a comprehensive policy with One, for a year from that time.

Mr P was self-employed in the construction industry. Insofar as a representative has written or spoken on his behalf, I will refer to that as having been done by Mr P.

Mr P reported that in January 2024, an incident had damaged the nearside of the vehicle.

One said that someone had modified the vehicle and Mr P hadn’t disclosed that fact. One declined the claim, saying it was treating the policy as void.

Mr P complained to One about that (“the first complaint”).

By a final response dated February 2024, One turned down the first complaint.

Mr P brought his complaint to us in April 2024.

In November 2024, our first ombudsman upheld the first complaint. He didn’t think that Mr P acted unreasonably when making a fair presentation of the risk. So he thought it was unfair for One to have avoided Mr P’s insurance policy. The first ombudsman directed One to:

- Remove any record of the policy’s avoidance from Mr P’s record;
- Reconsider the claim against the terms of the insurance policy as if it hadn’t avoided the insurance policy; and
- Pay Mr P £100.00 in compensation.

Mr P accepted the first ombudsman’s decision in early December 2024. He said he had had to pay for repairs to vehicle, wasn’t able to insure it, so had to sell it for a reduced amount and then had to pay an increased amount to put himself on his wife’s insurance.

On about 16 December 2024, Mr P complained to One that it should pay him the estimated cost of repairs of £9,154.42, plus the engineer’s invoice of £200.00, less the policy excess (“the second complaint”).

By a final response dated 17 December 2024, One included the following:

“I have offered the following settlements dependant on the circumstances which have occurred:

- *Settlement in the form of the shortfall between the consumers sale price of the vehicle and the market value.*
- Or
- *Reimbursement of any repair costs the consumer has incurred prior to the sale of the vehicle.”*

Mr P asked us to investigate the second complaint.

Our investigator didn't recommend that the complaint should be upheld. She thought that One was requesting relevant and reasonable information to calculate the losses Mr P incurred, to allow them to settle the claim. She didn't find it fair to expect One to pay for an estimate of repairs and/or the vehicle being sold at a lower amount without any evidence of this being provided.

Mr P disagreed with the investigator's opinion. He asked for an ombudsman to review the second complaint. He says, in summary, that:

- He suffered damage and loss of £9,154.42. That has been evidenced by the independent engineer's report.
- Glass's guide values the car at £25,560.00 excluding VAT. He is not VAT registered. £25,560.00 plus VAT of £5,112.00 = £30,672.00.
- He sold the vehicle for £20,500.00.
- Due to not having a vehicle, he was unable to work and lost income.
- One caused him distress and inconvenience.

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.

I have taken into account the relevant law, regulation and good practice. Above all I have to decide what's fair and reasonable.

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. Mr P accepted the first ombudsman's decision. So I can't review that decision. I keep in mind that I'm reviewing the second complaint.

Mr P has provided a report saying that repairs would cost £9,154.42. However, that report, and the £200.00 invoice for that report, were dated about 9 December 2024. That is almost a year after Mr P first reported damage. In the meantime, from what Mr P has said, he had already had some repairs done and sold the vehicle.

So I don't find that One treated Mr P unfairly by asking for evidence of the date and cost of the repairs and for evidence of the date and price of the sale. I consider that it was reasonable for One to ask for such evidence.

In the continued absence of such evidence, One wouldn't be able to weigh up the engineer's report. I don't find it fair and reasonable to direct One to pay Mr P a settlement based on the figure of £9,154.42.

I'm not persuaded that the second complaint included a complaint about loss of use of the vehicle or loss of earnings for any period of time. In any event, Mr P hasn't provided enough evidence – including of dates – to show any such losses.

Looking at the second complaint, I haven't found that One treated Mr P unfairly. So I don't find it fair and reasonable to direct One to pay Mr P compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct One Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 26 March 2025.

Christopher Gilbert

Ombudsman