

The complaint

Mr E has complained after Haven Insurance Company Limited (Haven) cancelled his telematics policy and declined his claim, following a motoring incident.

Mr E is represented with this complaint, by his mother. But for ease, I will refer to all comments and actions as those being of Mr E.

What happened

Mr E took out a car insurance policy with Haven in July 2023.

In November 2023, he was involved in an incident with a third-party. Mr E has said his car was deliberately hit and that the third-party was charged with several offences as a result. Haven say that during the notification process for the claim, Mr E was asked about his profession and he said that he was a “tyre fitter”. Haven said this was in contradiction to when he told Haven he was a “barber” when he took out the policy.

Haven declined the claim and cancelled the policy. They said that Mr E should have declared he was a tyre-fitter and said they would not have covered him going forward, if he had declared this. They cited that they don’t provide telematics policy cover for those working within the motor trade.

Mr E brought his complaint to our Service. He said that he hadn’t actually officially changed jobs at the date of the claim and so he hadn’t failed to comply with the policy terms. Our Investigator looked into it and thought the complaint should be upheld. He was of the view that there hadn’t been a fundamental change in risk, through the change in occupation. So, he didn’t think Haven were right to cancel the policy or decline the claim.

Since the case has been awaiting review by an Ombudsman, Haven have provided more information. They now state they have evidence that shows Mr E was working as a tyre-fitter at inception. If not as his primary occupation, then as his secondary one. They have said he misrepresented by not disclosing this. Mr E has to date not responded further to this.

The case was passed to me and I issued my provisional findings on 14 March 2023, an extract from which forms part of my decision below:

I don’t think Haven are acting unfairly and I can’t ask them to do anything differently. Let me explain why.

Under the relevant law, The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA), consumers are required to take reasonable care not to make a misrepresentation when taking out a policy. The standard of care is that of a reasonable consumer.

Haven now state that following the obtaining of further and new evidence, they believe Mr E failed to take reasonable care not to make a misrepresentation. They believe this

was when Mr E took the policy out and didn't disclose that he worked as a tyre-fitter. Either as a primary or secondary occupation.

To evidence this, Haven have provided the question asked when Mr E took the policy out, which said, "Does the driver have any other employment?". And they have shown Mr E answered "No".

Haven have also provided evidence to support that at the time of the policy being taken out, Mr E was working as a tyre-fitter. This includes photographs of Mr E as an employee and a Trace Report which Haven says shows Mr E was working at the tyre company, both prior to inception. They have also pointed to evidence that Mr E was wearing a work uniform for the tyre company on the claim date. They have also reiterated that Mr E was ambiguous as to when he had started as a tyre fitter, when they spoke to him during the notification of the claim. And that he was contradictory compared to the subsequent start date information he gave.

Haven have also provided evidence including their relevant underwriting criteria, that had Mr E disclosed when he took out the policy that he was working as a tyre-fitter (either as a primary or secondary occupation) they wouldn't have covered him under this telematics policy.

Neither Mr E, nor his representative, have responded to the several requests we have made for their response to the further evidence provided by Haven. They previously provided evidence which they said showed Mr E had not started working officially as a tyre-fitter until after the claim date. However, based on the above, and especially without a response or explanation from Mr E regarding the new evidence, I am satisfied that Mr E made a misrepresentation at inception and that it was a qualifying one.

In this case, Haven have cancelled the policy with notice and declined the claim, in line with the policy terms. They chose to do this rather than the actions they could have taken through CIDRA, following a qualifying misrepresentation. Given that, Mr E is likely to be in a better position than he would otherwise be in (had CIDRA been followed), I think what Haven have done is fair and it's not something I'd seek to interfere with.

Neither party responded to my provisional decision or subsequent chasers.

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.

As neither party have responded, I see no reason to depart from my findings that I set out provisionally (above).

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 25 April 2025.

Yoni Smith

Ombudsman