

## **The complaint**

Mr W complains that One Insurance Limited (“One”) mishandled his claim on a motor insurance policy.

## **What happened**

The subject matter of the insurance, the claim and the complaint is a car, first registered in July 2017.

Mr W acquired the car in 2018.

In late September 2022, Mr W committed a speeding offence for which he later received three penalty points on his driving licence.

For the year from late May 2023, Mr W took out a policy to cover the car with One. In doing so, he didn’t disclose the three penalty points.

On 4 May 2024, Mr W committed another speeding offence.

On 5 May 2024, Mr W committed another speeding offence (on a motorway).

For the year from about 26 May 2024, Mr W and One renewed the policy.

By July 2024, Mr W had accepted three points for each of the two offences in May 2024. He had a total of nine points on his licence.

In late August 2024, Mr W reported that someone had stolen the car.

Some of Mr W’s complaint is about acts, omissions or communications of an intermediary on behalf of One. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of One.

By a letter dated 9 October 2024, One listed the undisclosed speeding offences and penalty points and said that if it had been aware of them, it would’ve declined to accept the risk. One told Mr W that it had voided the policy on the grounds of misrepresentation. The letter said that One would make a full refund of any premium paid.

One declined Mr W’s claim for the value of the car. Mr W complained to One that it should pay his claim.

By a final response dated 9 October 2024, One turned down the complaint. It referred to Consumer Insurance (Disclosure and Representations) Act 2012 (“CIDRA”).

Mr W brought his complaint to us in late November 2024.

Our investigator didn’t recommend in March 2025 that the complaint should be upheld. He didn’t think One had acted unfairly. He thought that, in not disclosing endorsements accrued

before the policy renewed, Mr W had made a 'qualifying misrepresentation' under CIDRA. The investigator thought that One's actions were in line with CIDRA.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He provided further information.

Our investigator still didn't recommend in April 2025 that the complaint should be upheld. He thought that the insurance contract was drawn up and provided based on information that wasn't accurate and, but for this, One Insurance would not have insured Mr W.

Mr W disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says the following:

*"One insurance in good faith could make a financial offer more weighted towards the £10,000 conservative value of the car instead of the token return of my premium that I didn't want or agree too.*

*The offer to refund the premium shows:  
they have taken a decision based on assumptions too facilitate a convenient financial saving to them, and could choose to help more with my financial losses.*

*The speeding was 9/10th May and the NOIP time of post arriving isn't available as wasn't registered. This is not "several weeks before renewal" 24 May, as you put it. It could be as little as 1 week / 10 days. Of which I have proof of working away from home and being reasonably distracted with a new highly responsible position as a [redacted]*

*Do you accept the below:  
Weather or not everyone totally understands the legal meaning and context of a NOIP letter the fact is the points WHERE NOT on my licence until after the renewal.  
...*

*The points were not endorsed on my licence at renewal , the date of my response to the NOIP was after renewal 3/June /2025 because I was working away from home at the time.*

*One insurance voided my policy based on having 9 points on my licence at renewal which is incorrect. Voiding makes it forever more expensive for me when taking out other insurance policies, which is even more financially challenging.*

*They offered me a refund of my policy that I didn't want or ask for and did not accept/sign agreement.*

*One insurance have indicated they accept it was a innocent mistake and yet do not offer anything financially in good faith!"*

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

The relevant law includes CIDRA. That replaced the old rule of "utmost good faith" in consumer insurance contracts.

CIDRA imposes a duty on a consumer to take reasonable care not to make a misrepresentation to an insurer when taking out or varying a policy. If the consumer breaches that duty, and without the misrepresentation, the insurer wouldn't have entered into the contract (or agreed the variation) at all or would have done so only on different terms, then that's a "qualifying misrepresentation" and CIDRA gives the insurer certain remedies.

If the insurer wouldn't have entered into the contract (or agreed the variation) at all, then the remedies include treating the policy as void and declining any claim (but returning the premium unless the misrepresentation was reckless or deliberate).

I accept that One had underwriting criteria that it wouldn't insure a driver with nine points on their driving licence.

Mr W has shown us a document dated May 2023 from the insurer who insured the car until that time. The evidence shows that Mr W had told that insurer about the offence from September 2022.

Mr W shopped around on a price comparison (or "aggregator") website. I'm satisfied that the website asked him questions including the following:

*"Convictions*

*Have any drivers had any motoring convictions, driving licence endorsements or fixed penalty points in the last 5 years?"*

Mr W answered in the negative. That wasn't correct. And, as the points were only about six months old, I consider that Mr W's answer was a careless misrepresentation. I find it likely that it made a difference to the premium, so I consider that it was a qualifying misrepresentation.

Based on that misrepresentation, One produced a "statement of fact" document saying that Mr W had no penalty points.

From its MOT history, I've seen that the car passed a test on 18 August 2023 with a recorded mileage of about 93,000.

I accept that by April 2024, Mr W had started a new job that required attention to detail, working shifts and staying away from home. (I've redacted the job title because we remove names and other identifying information relating to consumers before we comply with our obligation to publish our decisions.)

The offence on 4 May 2024 was in the area of a county police force.

The offence on 5 May 2024 was in the area of a metropolitan police force.

On 7 May 2024, One issued a renewal notice to Mr W. That included the following:

*"How to Renew*

- 1. Please check that the information we hold for you is up-to-date and accurate and that the level of cover is appropriate for your needs. You can find this information in your policy schedule and statement of fact on your account in your customer portal or in the most recent printed documents we sent you. **Please view page three for examples of some material facts that may have changed in the last year***

*...*

*Fair representation of data*

*If your circumstances, or any other material information, has changed during the last year you must advise us before you renew your policy. If you do not, this may result in your insurance being invalidated or any claims rejected. If you are in doubt about whether something is relevant, you should ask us. You must give us the new information by live chat, phone or in writing.*

*Examples of material information that should be disclosed to us includes but not limited to:*

- *A change to any of the facts shown in on your insurance statement of facts form.*
- *...*
- *Any convictions for any driver (including pending or fixed penalty offences)."*

So I find that One was asking Mr W to disclose fixed penalty offences, past or pending.

On 9 May 2024, the county police issued a notice of intended prosecution "NoIP".

On 10 May 2024, the metropolitan police issued a "NoIP".

So I find it fair to say that by 10 May 2024, there were two pending prosecutions for speeding offences.

I accept that Mr W was away from home until about 13 May 2024 and away again from about 16 to about 21 May 2024.

On about 21 May 2024, One unsuccessfully tried to take payment for the automatic renewal of the policy.

Mr W spent some time at home and he lived with other family members. So I find it likely that by 24 May 2024, he knew or ought reasonably to have known that, in addition to the three points from 2022, there were two other pending prosecutions for speeding offences.

On 24 May 2024, there was a telephone conversation between Mr W and One. From the call recording, I'm satisfied that One asked Mr W to confirm that there were no details that needed to be changed. He asked to add his wife as a named driver. But, crucially, Mr W didn't disclose any of the three speeding offences.

So I consider that on 24 May 2024, Mr W made a qualifying misrepresentation that he had no penalty points and no offences pending. The two speeding offences in May 2024 were likely to (and did) result in a further six points, making a total of nine points. So I consider that without the misrepresentation One wouldn't have renewed the policy.

On 10 June 2024, the county police issued a conditional offer of three points. From that date, the period for accepting that offer was 28 days, so the deadline was about 8 July 2024.

On 12 June 2024, the metropolitan police issued a conditional offer of three penalty points. From that date, the period for accepting that offer was 28 days, so the deadline was about 10 July 2024.

By mid-July 2024, Mr W had nine penalty points on his licence. He could've contacted One but he didn't.

From its MOT history, I've seen that the car's MOT certificate expired on 17 August 2024.

On 26 Augst 2024, Mr W reported the car stolen.

I haven't seen any evidence that One considered the lack of a current MOT certificate, so I make no comment on that.

I've found that on 24 May 2024, Mr W made a qualifying misrepresentation without which the One wouldn't have renewed the policy. So I don't consider that One treated Mr W unfairly by invoking the CIDRA remedies of treating the policy as void (including returning the premium) and declining his theft claim.

### **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 W to accept or reject my decision before 29 July 2025.

Christopher Gilbert

**Ombudsman**