

## **The complaint**

Mr A complains that Premier Insurance Company Limited declined a claim he made on his motor insurance policy in 2023 and that it has retained his car since then.

## **What happened**

Mr A reported a claim for damage to his car to Premier in August 2023 and the car went into a garage. The claim was put on hold because Premier had queries about it and Mr A wouldn't agree to be interviewed to clarify the relevant issues. Subsequently, he complained to us about the delay in dealing with the claim (plus Premier's request to interview him at his home address) and we dealt with his complaint in August 2024.

Mr A made this current complaint to us in January 2025. He said he'd had a telephone interview with Premier's agent in October 2024, and that in November 2024 it had declined his claim. Premier told Mr A it had concerns about his being disqualified from driving when he took his car to the location where he said it was damaged. It also had concerns about how the damage was caused, and about Mr A's address. It said he should contact it to collect his car. Mr A told us that parts of the car (such as the tyres) would have deteriorated, so Premier should pay to put any deterioration right.

One of our Investigators reviewed Mr A's complaint. He noted that Mr A still wanted his car to be repaired. But the Investigator thought Premier had shown that its concerns about the claim were justified, so in his opinion it was reasonable for it to have declined it in 2024. He noted that Premier had offered to allow Mr A to collect his car or have it returned to him for a charge of £180. Alternatively, it had said it could dispose of the car and pay Mr A for the salvage, minus any storage charges. He said any concerns Mr A had about the car's deterioration would have to be raised as a new complaint with Premier.

In response, Mr A said he wanted his premium back as well as the deterioration to be dealt with by Premier before he collected the car. As there was no agreement, the complaint was passed to me for review.

## **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 think it was reasonable for Premier to decline Mr A's claim. It had evidence of his disqualification at the time of the incident. As there's no cover under the policy in those circumstances, I think that alone was a valid basis to decline the claim. In addition, the disqualification (under the 'totting up' process) wasn't declared by Mr A when he bought the policy. And having it on his record suggested that Mr A must have had more points on his licence previously than from the two minor speeding endorsements he had declared.

Premier also had queries about the circumstances in which the damage occurred. Mr A said damage to the windscreen and scratches to the car's front wings and rear occurred whilst it

was parked for a couple of hours outside a house he was visiting. The cause of that type of damage on various parts of the car is most likely to be vandalism. But for deliberate damage to a car to be covered under the policy, it has to be reported to the police, which Mr A didn't do. He couldn't explain why, or how else the scratches may have appeared.

Finally, Mr A wouldn't co-operate with Premier by confirming his address, which its enquiries had indicated was different to the one he'd provided when the policy was set up. The policy's terms and conditions require policy holders to co-operate with any reasonable requests, and I think it was reasonable for Premier to want confirmation of Mr A's address. It's standard practice for insurers to need accurate, current address details for all policy holders, and I can't see any valid reason for Mr A not to have co-operated with such a basic query.

In terms of getting his car back, Premier told Mr A in August 2024 that he could collect it, but he wouldn't do so because it hadn't been repaired. The reason for that was that Mr A wasn't co-operating with Premier's queries about his claim. Since the claim has now been declined, I think Premier's offer of returning the car to him or disposing of it on his behalf is entirely reasonable. The car is likely to have deteriorated, but Mr A doesn't know the extent of it, and it may be that after further consideration he decides not to have it back. Either way, the issue wasn't part of Mr A's complaint to Premier, so I can't address it.

Mr A will no doubt be disappointed with my decision, but as I don't think Premier has acted unreasonably in any respect, I'm not upholding his complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 July 2025.

Susan Ewins

**Ombudsman**