

## **The complaint**

Mr H complains that INTACT INSURANCE UK LIMITED, has unfairly declined a claim made for his motor home and voided his policy.

He doesn't think INTACT has treated him fairly when it has said the vehicle is not one it would have insured had he answered questions differently when the policy was taken out. And he previously made a successful claim for the windscreen on the vehicle and this was accepted.

## **What happened**

After claim was made by Mr H, following a fire to his vehicle, INTACT assessed the claim and said it was unable to cover this. It also said the policy was being treated as voided from inception and it refunded the premiums paid.

INTACT said this was being done because when the policy was taken out, Mr H failed to correctly input the details of his vehicle and had the correct details been provided, it would have declined to provide the cover. This was identified when the claim was being validated and because of this, it said it was entitled to treat the policy as void from inception.

Our investigator looked at this complaint and didn't think INTACT had acted unfairly when taking the steps it had.

They explained the previous claim made by Mr H for the damaged windscreen was a lower value claim and was not subject to the same validation checks as the later, larger claim. So, this is why this claim was successful as INTACT was unaware that the vehicle was not one it would provide cover for.

When the policy was taken out via an intermediary, Mr H was asked to confirm the details of the motor home. This included the Manufacture/Converter of the motor home, the Model/Type and the Body type.

The investigator explained under the Consumer Insurance Disclosure and Representations Act 2012 (CIDRA), policy holders must take reasonable care not to make a misrepresentation when applying for insurance. This means providing information, which is accurate and not misleading, especially when a clear question is asked. If information is misrepresented and the insurer can demonstrate that it wouldn't have offered the insurance at all, or offered it on different terms, the misrepresentation could be classed as a qualifying misrepresentation. And depending on whether the misrepresentation was deemed to be careless/reckless or deliberate, determines what remedies are available to the insurer.

Our investigator didn't think Mr H had answered the questions correctly and had misrepresented the details of the motor home. They were satisfied INTACT had demonstrated it would not have offered the policy to Mr H had he answered the questions correctly and they didn't think it had acted unfairly when taking the steps it had. It was able to do this under CIDRA and she didn't think INTACT needed to do anything else with the claim now.

Mr H disagreed that he had misrepresented the vehicle make or that it was wrong to say it was coach built. He said he had relied on the information provided by the seller when he brought the vehicle about its build and the model number of the vehicle was visible on the front of it.

As Mr H disagreed with our investigators assessment, the complaint has been referred for decision.

### **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 am not upholding this complaint, for much the same reasons as our investigator. I appreciate this will be disappointing for Mr H as his motor home was his main residence at the time of the loss, but I'll explain why I've made this decision.

What needs to be determined is whether Mr H answered the questions at the inception of his policy correctly. If he didn't and INTACT can show it would have acted differently, had the correct answer been provided, it will be entitled to apply a remedy under CIDRA. And as I've set out in the background, CIDRA places a duty of care on a consumer not to misrepresent when answering questions relevant to the insurance being taken out.

INTACT has said Mr H failed to answer a number of questions correctly. The application was made via an intermediary online and Mr H selected the body type of the vehicle as "coachbuilt" and that it was a "814D" model and he provided the name of the company he said converted the vehicle to a motorhome.

The application listed five types of motorhome body and there was the option to click to view an explanation for each – to provide clarity on what the insurer typically viewed each as. It also said on the same page:

*"unfortunately, we are unable to insure:*

- Self-built motor homes
- Home converted motor homes"

The V5 provided shows the body type for the vehicle listed as "S/D BUS/COACH". Mr H has said he was told when the vehicle was purchased that it was coachbuilt and he relied on this when describing the vehicle and its body type in the application. I understand why he felt it was ok to rely on this and there is no argument made that Mr H was deliberately misrepresenting the make and type of his vehicle. But this does differ from the description within the V5 document.

Following being asked to provide the details about the vehicle being insured, the application form included a statement that needed to be agreed to, before a quote could be provided. I've included the relevant term from the statement made below:

*"Before we provide you with a quote, please confirm that you agree with the following important conditions.*

### **My Motorhome**

- *has been converted professionally and is **not** a self or kit build, minibus or people carrier."*

INTACT, when validating the claim contacted the manufacturer Mr H said had converted his motorhome. The manufacturer confirmed there was no record of the motorhome being converted by it and because of the make and model of Mr H's vehicle, it wasn't one it would have converted as it specialises in another make of vehicle.

So, while I understand that Mr H may have been unsure about the body type of the vehicle and whether it should be described as coachbuilt or not, I think he should have been aware that it wasn't converted professionally.

With both the questions asked about the vehicle and the statement made being answered incorrectly, I am satisfied that Mr H breached his duty to take reasonable care not to make a misrepresentation.

INTACT has confirmed that had the answers been provided correctly, it would have acted differently and not have provided the insurance. So, the misrepresentation was a qualifying breach and under CIDRA, INTACT is entitled to void the policy from inception, refuse all claims and refund the premiums paid. This is what it has happened here and it follows, that I don't think INTACT needs to take any further steps now to put things right.

I appreciate the frustration Mr H has with his previous claim for the windscreen being accepted and paid by INTACT. It has explained why the process for validating this claim based on its value is different to the validation of a claim for total loss. I don't think it has done anything wrong when it accepted this previous claim as it was not aware of the misrepresentation made at inception. And when this became apparent with the later claim, its taken steps it is entitled to take.

Overall, I haven't seen anything to show INTACT has treated Mr H unfairly with how it has handled this claim and the repudiation of it.

### **My final decision**

For the reasons I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 October 2025.

Thomas Brissenden  
**Ombudsman**