

The complaint

Mr N complains about the service One Insurance Limited ("One") provided him during a claim under his car insurance policy.

What happened

Mr N had a motor insurance policy with One covering his car, which was a premium model. The policy was arranged through a broker.

In November 2024 he was involved in a collision causing damage to his car. He continued to drive it, but he said the damage was getting worse. The third party made a claim with their insurance company and against Mr N for their injuries.

Mr N made a claim from One. It thought his car would be beyond economical repair. It offered Mr N an amount in settlement of his claim. Mr N wasn't happy with the amount offered. He wants his car repaired.

He'd opted for a 'guaranteed hire car' cover and was provided with a hire car through it. Mr N complained about some aspects of this hire car, such as its size and quality.

Later, when his car was being re-assessed for possible repair, he was provided with a courtesy car under the terms of his car insurance policy. He wasn't happy with the courtesy car and complained. He wanted to remain with the hire car, but One refused. He didn't return the courtesy car when he was asked to. The courtesy car was reported as stolen and it was later recovered.

One found that Mr N hadn't told it about a speeding conviction he'd received a few years previously. This meant it should have charged him a higher premium, so it said it would reduce the amount it would pay him for his car to 84%.

Mr N made a series of complaints including that: One damaged his car while it was in its care; the speeding conviction was fraudulent; a firm of solicitors contacted him and provided him with poor service; One stole the courtesy car back from him.

One said it would pay him £250 compensation.

Mr N remained unhappy and brought his complaint to this service. He asks for his car to be repaired by his choice of repairer, compensation for his losses and distress, a refund of three months premiums, car park fees he incurred storing the courtesy car, and £4.50 he paid for special delivery of car keys.

Our investigator looked into his complaint and thought it wouldn't be upheld.

Mr N didn't agree with the view.

Because he didn't agree, this complaint has been passed to me to make a 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'll start by saying that I can see Mr N's claim was relatively straightforward in nature, but I'll also comment that, in the file, there are several parts that directly contradict each other, which make understanding this complaint complex.

Having read the complete file of evidence I've been provided, I'm not upholding Mr N's complaint. I appreciate this will be a disappointment to him, and I'll explain why I've decided this.

His car was initially assessed as being beyond economical repair; Mr N then complained and it was re-assessed as repairable; then it was taken to a repairer which said repairs were around 140% of the car's value, making it beyond economic repair again.

In later correspondence with this service I can see Mr N now seems to agree that his car was beyond economical repair, but he's recently said he doesn't agree it can be scrapped.

I can see the claim process, and the linked provision of a courtesy car and/or hire car, resulted in distress for Mr N.

I've looked into the cover provided by Mr N's policy with One, which says that One has the right to deal with the claim as it wishes. I understand that Mr N wanted his car to be repaired, but the evidence on file shows that his vehicle was beyond economic repair, so it follows that I think One acted fairly.

In his approach to this service, Mr N hasn't specifically mentioned the reduction in settlement One said it would pay because he hadn't disclosed a previous conviction. I know Mr N has said this is a false conviction, but the information about this conviction was obtained by One from DVLA, and I can't say One acted fairly in applying it to his policy because he hadn't declared it. In one of the calls between One and Mr N I can hear he says he was aware of the conviction. If Mr N thinks the data is incorrect then he should contact DVLA.

The mention of the 16% reduction in his car's value is, however, included in the documents I've read and I can see One has responded to it, so I'll briefly cover it here.

The relevant legislation here is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).

CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a policy. The standard of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is – what CIDRA describes as – a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms, or not at all, if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

One has shown that Mr N didn't tell it about a speeding conviction that was a few years old but still disclosable for its purposes. DVLA provided this information to One when it validated

the claim.

I've gone on to consider whether his misrepresentation was a qualifying one. In other words, what would One done differently had it received the correct information from Mr N when he applied for the cover.

I can see from the file that One has said the premium Mr N paid was 84% of the correct amount. What this means is that Mr N's misrepresentation was a qualifying one under CIDRA.

CIDRA then allows One to reduce the claim settlement in proportion to the underpaid premium. It follows that I think One's action in doing this was in line with CIDRA and I think it's fair.

Mr N asked for a hire car from One. Mr N complained about the quality of the car he'd been offered as he expected a premium vehicle.

I've looked at the provisions of the guaranteed hire car cover he'd bought:

"If you have a fault claim incident, a hire vehicle will be given for a maximum of 28 days for events mirrored by your insurance cover level. This applies where your vehicle is not roadworthy or driveable when directly affected by an insurance claim and a vehicle is not available from your insurer."

It seems to me that the car Mr N had been provided with was in line with the policy wording. I can also see that he had the hire car for considerably longer than the cover provided. From the evidence I have, I can see this was due to several reasons such as the re-appraisal of the car's write-off status. But I can also see there are several times when One contacted or tried to contact Mr N and he didn't respond. I think his failure to respond caused several delays in the process.

Shortly after One said his car would be written off, it sent Mr N a valuation. He didn't respond to this and One chased it up about 12 days later. Mr N said the car wouldn't be a write off, and One said it would inspect it. One tried to arrange this inspection with Mr N but wasn't able to discuss it with him until early January 2025.

The car was then booked in for inspection, and confirmed as being a write off as repairs were about 140% of the car's value.

Mr N complained about a courtesy car he'd been provided in late January. The file shows me that he was entitled to a courtesy car from the repairing garage, but because his car was declared a write-off, he wasn't entitled to a hire car once settlement had been offered.

In February, One asked for the courtesy car to be returned. Mr N refused this, as he said his claim hadn't been settled. It told him he must return the car, and said its MOT test was due. Mr N didn't respond, so One said it would take back the courtesy car.

One also asked one of its suppliers to return Mr N's car to him as he hadn't agreed with the claim settlement. I can see Mr N refused to deal with this supplier.

Mr N had stored the courtesy car in a secure parking area, and incurred costs for this. One recovered the courtesy car in late March, after reporting it as stolen.

After One had recovered the courtesy car, Mr N asked for a hire car again, but One refused.

Having reviewed all of the evidence I've been provided, I can see that One has fairly provided Mr N with the hire and courtesy car in line with the cover he bought. It extended the provision of this during periods of delay, especially when Mr N didn't respond to it, and I think its actions in doing so were fair.

Mr N also asked that the solicitors appointed by One in defence would stop contacting him. But the claim is apparently being made by the third party who is claiming Mr N collided with them. So it's important Mr N co-operates with One and the solicitor about the claim and defence. This co-operation forms part of the policy terms and conditions.

Claims can be brought for some time after the event that caused the damage or injury. It's important Mr N understands that he's not able to pause or ask that proceedings are delayed, as they are the actions of the third party and the legal system means One, and its solicitors, are bound by court procedures.

If he wishes to complain about the actions of a legal company, then he can look at that company's terms to see if it has a route of complaint. It's important I say that the actions of the solicitor don't fall into this service's jurisdiction.

Taking everything into account, I think One's service hasn't matched Mr N's expectations. But I think One has tried to contact him many times about progressing his claim, and it seems to have moved his claim forward when it could. Mr N seems to have approached the claim believing he could access a temporary car almost at will, and it's the provision of the hire car and then the courtesy car that seem to have caused him the most distress.

As I say above, I think One provided cars over and above what was shown in the policy wording, and Mr N's retention of the courtesy car resulting in it being reported stolen I think shows he's acted unreasonably towards One.

Looking at Mr N's requests, I can't fairly say One needs to refund three months worth of premiums. He had "used" his policy when he made a claim, so there's no refund to be made and it would be his responsibility to make the remaining payments under the policy terms.

I think his choice to store the car for the period in the manner he did was his, and the cost of returning the key to One is, I think, reasonably part of the stress and inconvenience of any motor insurance claim. I've also thought about his request for additional compensation for distress and I don't think One should pay extra, as I don't think it's reasonably caused this.

I'll finish by saying that even though Mr N has acknowledged that the repair costs are significantly more than the value of his car, and that he doesn't agree the car should be scrapped, that's his choice. If he wanted to retain the car and pay for the damage to be repaired, then that was an option open to him. But by refusing to deal with the salvage company and, from the information on file, not allowing One to make payment to him for the car's value, I think it's fair he's caused much of his own inconvenience and I'm not going to uphold his complaint.

My final decision

For the reasons set out above, 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 N to accept or reject my decision before 18 November 2025.

Richard Sowden

Ombudsman