

The complaint

Mr C complains that Sabre Insurance Company Limited (Sabre) unfairly declined to provide indemnity in respect of a claim made by a third-party after an incident.

What happened

Mr C took out a motor insurance policy with Sabre through an online price comparison site. When a third-party made a claim after an incident, Sabre undertook its validation process and was unable to identify Mr C as an occupant at the risk address he had declared on his policy.

Sabre said it appeared that some details hadn't been accurately declared on the policy. It said there was no evidence to show Mr C lived at the risk address, and the registered keeper was not correctly disclosed. It was also noted that numerous quotes had been obtained, using various differing details and addresses, which it said evidenced quote manipulation.

Mr C and the named driver, who was his son, were interviewed about the areas of concern but failed to provide all the information requested by Sabre. Mr C cancelled his policy during this validation process.

Sabre said it was of the opinion that the policy had been deliberately misrepresented in relation to the garaging address for the vehicle and declined to provide indemnity for the claim from the third-party.

Mr C brought his complaint to us and our investigator thought it should not be upheld. They agreed there had been a qualifying misrepresentation and agreed it was deliberate due to the different information given and the number of quotations generated before the policy was incepted.

Mr C doesn't agree with the investigator and has asked for an ombudsman's decision. He said the details he had provided about his address was correct and the car was kept there. And said the multiple quotes and use of different information was not done with dishonest intent.

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.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (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.

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.

Sabre thinks Mr C failed to take reasonable care not to make a misrepresentation regarding the address the car was kept at.

When Sabre undertook validation checks on the risk address it found there was no record of Mr C as an occupant. He was found to be registered at a different address, which was the address his son, who was a named driver, had disclosed as his. Mr C said despite not living at that address with his wife and son, who were both named drivers on the policy, he was still registered there. He said he rented a room at the address he had provided for his motor insurance, but this was only temporary, and he only stayed there very occasionally, because he also spent time working outside of the UK.

Due to the incident circumstances and claim received, Sabre took a statement from the named driver, who was driving at the time of the incident. In this statement he said he used the car once or twice a week. Mr C said the named driver used the car no more than five times during the period of cover, which conflicts with this. The named driver gave conflicting explanations as to his address and to where the car was kept. He said he didn't reside at the risk address.

Additionally, it was also found that the registered owner and keeper of the car was not Mr C as had been declared. His son was recorded on the V5 document as the registered owner and keeper. This was explained by Mr C as only temporary and for administrative reasons whilst the car was up for sale. And the address on the V5 wasn't the actual main storage location during the insured period. I don't find this a valid or persuasive explanation, and any change should have been notified to Sabre.

Sabre said almost 300 quotes, using a number of different addresses, were obtained prior to the start of the policy. These included the named drivers' address. Many of the quotes were found to be unacceptable risk, meaning no quote was provided. The final post code used to obtain quotes was the address used on the policy.

I saw on 21 March 2025 Sabre gave Mr C the opportunity to provide the information it required including when he started residing at the address on the policy, clarification of the main user of the car, the address where the car was kept and why the registered keeper was incorrectly disclosed. It said should this not be provided within the next seven days, it may decide to cancel the policy.

Mr C responded and said he had already cancelled the policy and told Sabre not to contact him again. Sabre said by refusing to co-operate and provide an explanation, he was in breach of the following policy terms and conditions;

*"SECTION H - General Conditions (3) Claim notification and co-operation
You and any other person claiming Indemnity must provide us with all information and assistance necessary to investigate and settle claims made under this policy."*

I think Sabre's request for further information to be provided by Mr C about the risk address was appropriate. And because he failed to provide it, he was in breach of the terms of his policy.

Because Mr C had already cancelled his policy Sabre were not able to take the action allowed under CIDRA to avoid his policy and decline the claim. It said based on the information it had been provided with, its opinion was that the policy had been deliberately

misrepresented in relation to the garaging address of the car. It made the decision to decline indemnity for the claim made.

I'm satisfied Mr C failed to comply with Sabre's request for further information to be provided regarding his address, and the failed to explain clearly the contradictions in information already provided during the validation process. In addition, I'm persuaded the high number of quotes obtained prior to the start of the policy, is evidence of quote manipulation, and deliberate/reckless misrepresentation when obtaining this policy. Therefore, I think the actions Sabre has taken in not offering indemnity for the claim made in August 2024 was fair in the circumstances of this case.

Therefore, although I recognise Mr C will be disappointed, I don't uphold this complaint, and I don't require Sabre to do anything further.

My final decision

For the reasons set out above, I've decided not to uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 5 January 2026.

Sally-Ann Harding
Ombudsman