

The complaint

Mr M is complaining One Insurance Limited voided his motor insurance policy.

What happened

Mr M took out a motor insurance policy in January 2025 with One Insurance. In September 2025, he was involved in a motor incident and reported this to One Insurance.

One Insurance said Mr M didn't disclose all his motoring convictions when taking out the policy. And they considered this to be a careless qualifying misrepresentation, which entitled them to void the policy, decline the claim because of this, and refund Mr M's premium.

Mr M wasn't happy and brought his complaint to this Service. He admits when applying for the policy, he declared one conviction, but not two others. He said one of these was only two days apart from the one he did disclose and the other was about to expire. He thinks the remedy One Insurance applied is disproportionate and wants the voidance overturned and a premium reduction applied instead. He also wants compensation for distress and inconvenience caused by what he considers an unfair voidance.

An Investigator looked into what happened but didn't uphold the complaint. She agreed there had been a careless qualifying misrepresentation and that One Insurance was entitled to void the policy and return Mr M's premiums.

Mr M didn't agree. He said the Investigator relied on undisclosed underwriting evidence Mr M can't challenge. And that proportionality under the relevant law hadn't been fully considered. The complaint couldn't be resolved, so it has been passed to me to decide.

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.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr M and One Insurance sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

One Insurance said they classified Mr M's actions as careless misrepresentation. And they've relied on The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) to explain their actions. CIDRA 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. For it to be a qualifying misrepresentation the insurer has to show they 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 Insurance thinks Mr M failed to take reasonable care when he gave his answer to a question about his motor convictions.

Mr M was asked the following question:

“In the last five years has the driver received any motoring convictions, driving licence endorsements or fixed penalties? This includes any pending prosecutions or if the driver was disqualified from driving.”

And the Statement of Fact has a section which asked Mr M to show any accidents, thefts or losses (irrespective of blame and whether a claim resulted) which he has been involved in within the past 5 years. This shows Mr M answered he had one SP30 conviction dated 29 March 2024.

Mr M accepts he told One Insurance about the SP30 from 29 March 2024, but he didn't disclose two other SP30 convictions – one on 18 February 2022 and another on 31 March 2024. He said one of them was going to expire three weeks after the policy started, and the other was within two days of the one he did disclose.

I'm satisfied the question is reasonably clear about needing to tell One Insurance about any motoring convictions in the last five years. I think a reasonable person would consider two convictions issued on different dates distinct from each other even if they were issued days apart – so both need to be disclosed. And that if a conviction was issued in the last five years, a reasonable person would disclose it even if it was going to expire shortly after the policy started. So, I think Mr M failed to take reasonable care when answering the question since he only disclosed one conviction.

One Insurance have provided underwriting evidence to show how they assess risk and what they are and aren't willing to cover. I appreciate Mr M is concerned he hasn't had a chance to review the underwriting evidence himself, but it's commercially sensitive and not something I can share with him. I can assure him I've carefully read and considered it. Having done so, I'm satisfied had One Insurance been made aware Mr M had the three motoring convictions, they wouldn't have offered him a policy. So, I'm satisfied the misrepresentation is a qualifying one.

Mr M also said he made an honest mistake when telling One Insurance about his motoring convictions. One Insurance have accepted Mr M made a mistake and treated his misrepresentation as a careless one rather than deliberate or reckless. I think this is reasonable and I've thought about the actions One Insurance can take in accordance with CIDRA.

Since the misrepresentation is considered careless, and One Insurance can show they won't have offered the policy had Mr M answered correctly, CIDRA entitles them to avoid the contract and refuse all claims but must return the premium paid. This is what One Insurance have done. And since One Insurance have done what they're entitled to under CIDRA, I don't think they've acted unfairly. So, I won't be directing them to overturn the avoidance, pay any claim proportionately, or take any other action.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 February 2026.

Andrew Wakatsuki-Robinson
Ombudsman