

## **complaint**

Mr W has complained that Admiral Insurance Company Limited unfairly cancelled his car insurance policy as if it didn't exist. Mr W made a claim following the theft of a motorhome.

## **background**

Mr W bought a car insurance policy through a comparison website in May 2018 to insure a motorhome with Admiral. The motorhome was registered to somebody else and that person was paying for the motorhome under a finance agreement.

In June 2018 Mr W made a claim to Admiral as he said the vehicle had been stolen. Admiral investigated the claim and discovered that Mr W had told it the vehicle was a campervan when he bought his policy. But because the vehicle was a motorhome, this meant that Admiral wouldn't have insured it. Admiral said if it had known this was the type of vehicle Mr W insured with it in May 2018, it wouldn't have provided cover.

Admiral decided to cancel Mr W's policy as if it never existed. This meant Admiral didn't deal with Mr W's theft claim.

Mr W asked us to look at his complaint. Our adjudicator thought Admiral had acted reasonably.

Mr W didn't agree. He believes it was for Admiral to check whether the vehicle was one it could insure when he applied for the policy and provided the registration details. So he'd like an ombudsman to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I don't intend to uphold it. I'll explain why.

When Mr W applied for his policy with Admiral, he entered the registration details for the motorhome. Admiral said its system didn't recognise the vehicle – and so Mr W was then provided with a drop down menu of vehicles to choose from. Mr W selected that the vehicle was a campervan. He said the reason for this was because there was no option to select a motorhome. This suggests that Mr W was reasonably aware that the vehicle was a motorhome.

Admiral says the reason why there was no option to choose a motorhome is because it wasn't a vehicle it provided cover for. The V5 registration document for the vehicle says it's a motor caravan.

Mr W wasn't able to pay for his policy online, so he spoke with Admiral. Admiral has provided a recording of a call Mr W had with an agent. At one point Mr W referred to the vehicle as a motorhome, but then corrected himself and called it a campervan. Admiral asked Mr W if the vehicle was a camper – as he had selected from the options on his application. Mr W agreed.

Admiral relied on the information Mr W gave it when he applied for the policy. He described the vehicle as one that Admiral was able to insure. But the information Mr W gave Admiral wasn't correct.

The V5 and finance documents – along with our own search of the vehicle make and model – all describe it as a motorhome or caravan. So I think Mr W misrepresented the facts to Admiral when he bought his policy.

In cases of misrepresentation, we look at the Consumer Insurance (Disclosures and Representations) Act 2012 – otherwise known as 'the act'. It's not a requirement for Admiral to check with the DVLA what type of vehicle Mr W wanted to insure when he bought the policy. The onus was on Mr W to provide correct information to Admiral which – provided its question was clear – it can therefore rely on.

I think Admiral was clear when Mr W applied for this policy – because it didn't provide cover for motorhomes. Mr W confirmed that he received his policy documents – which list the vehicle as a camper – based on what Mr W told Admiral. So I think Mr W had a further opportunity to correct the information with Admiral – but he didn't do this.

The reason why Admiral provided cover was because Mr W selected a type of vehicle from the list Admiral gave – but this information wasn't correct. Under the act, if Admiral finds that the misrepresentation was deliberate or reckless, it can keep the premium Mr W paid under the policy. From the call, it seems that Mr W was aware that the vehicle was a motorhome, but he corrected himself to describe it as a camper – which was a vehicle Admiral insured.

Admiral has provided underwriting evidence to show that it wouldn't have provided cover for Mr W if it knew the vehicle was a motorhome.

Taking everything into account, I think Admiral's decision to cancel Mr W's policy as if it didn't exist and reject his claim was fair and reasonable. This means I don't think Admiral needs to do any more.

### **my final decision**

For the reasons I've given 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 W to accept or reject my decision before 28 April 2019.

Geraldine Newbold  
**ombudsman**