

complaint

This complaint concerns Royal & Sun Alliance Insurance Plc' (trading as More Th>n) decision to cancel Mr C's motor insurance policy from its start date on the basis that his daughter owned the vehicle.

background

The adjudicator initially considered that the complaint should not be upheld. This was on the basis that he had listened to the call recording between Mr C and More Th>n when the policy was taken out in which Mr C stated that he was the registered owner and keeper of the car, when, in fact, it was owned by his daughter. Mrs C, who is representing her husband and daughter, disagreed.

She stated that the adjudicator had listened to the wrong call recording and that More Th>n had previously been told about the ownership of the vehicle which is why her husband advised that the details on the policy remained the same as before.

After reviewing the case in light of the further telephone conversation between Mrs C and More Th>n, the adjudicator once again concluded that the complaint should not be upheld.

This is because Mrs C stated that her husband was the registered owner and keeper of the vehicle. Mrs C again disagreed and advised that the relevant telephone call to listen to was when the policy was first taken out. When the adjudicator requested this information from More Th>n it told him that the policy was taken out via the More Th>n website.

The adjudicator subsequently concluded that the complaint should be upheld as the website did not make it clear that the prospective policyholder had to be the registered owner and keeper of the car; this information was only found via a drop-down link. Although Mr C completed the application saying that he was the owner of the vehicle, a further question asking 'How long have you or your partner owned the car?' did not provide an option to say that he did not own it. As such, Mr C gave the most accurate answer from the options provided. The adjudicator asked More Th>n to remove the record of a voided policy from Mr C's history and to pay him £100 compensation for distress and inconvenience.

More Th>n disagreed and asked that the case be passed to me to decide the outcome.

my provisional findings

In my provisional decision, I concluded that I was minded not to uphold the complaint. Since the request for an ombudsman's decision, More Th>n had provided additional information to demonstrate that the policy was actually taken out via a comparison website.

The issue for me to consider was whether Mr C was asked a clear question at the start of the policy about the owner and registered keeper of the car.

In this case, the information – which More Th>n should have provided to the adjudicator at the outset – was obtained via a comparison website. The question asked was:

'Who is the legal owner?'

Mr C gave the answer that he was the legal owner but this was incorrect as the car was actually owned by his daughter. I was satisfied that this question was clear and

unambiguous and left no room for misunderstanding. After the web quotation was submitted, More Th>n telephoned Mr C as he had failed to disclose a motoring conviction. During this conversation he re-affirmed that he was the owner and registered keeper of the vehicle.

On this basis, I considered that the ownership of the vehicle was mis-represented to More Th>n on several occasions. Despite Mrs C's assertion that More Th>n was aware from the very start of the policy that the vehicle was owned by their daughter, I was not provided with any evidence to support that position. I was swayed, under these circumstances, that More Th>n was entitled to retrospectively underwrite the policy, *ie* act as it would have done had it been correctly informed that Miss C was the legal owner of the car. It provided evidence that it would not have offered cover to Mr C for a vehicle not owned by or registered to him and as such, I considered that it was entitled to avoid/cancel the policy from its start date.

For these reasons I was minded not to uphold the complaint.

responses to my provisional decision

The consumers responded by reiterating the position that More Th>n was aware from the very start of the policy that the vehicle was owned by Miss C but registered to Mr C but did not provide any evidence in support of that position. It was highlighted that Mr C would be put on the insurance database as having had his insurance voided which would impact on his future premiums and his ability to get insurance generally which would have a detrimental affect on his business.

More Th>n commented that it had nothing further to add and that it accepted my provisional findings.

my findings

I have reconsidered all the available evidence and arguments, including the recent submissions by both parties, to decide what is fair and reasonable in all the circumstances of this complaint.

Having done so, I have not seen any new evidence or argument to persuade me to reach different conclusions to those stated in my provisional decision.

Although I have some sympathy with the response made on behalf of Mr and Miss C but I can only conclude, on the evidence before me, that Mr C clearly gave the answer that he was the legal owner which was incorrect as the car was actually owned by his daughter.

I am satisfied that the question was clear and unambiguous and left no room for misunderstanding. After the web quotation was submitted, More Th>n telephoned Mr C as he had failed to disclose a motoring conviction. During this conversation he re-affirmed that he was the owner and registered keeper of the vehicle.

On this basis, I consider that the ownership of the vehicle was mis-represented to More Th>n on several occasions.

Even if More Th>n was aware of something different from the very start of the policy (and I have seen no evidence that it was) it is clear that Mr C misrepresented the position both on line and on the telephone to More Th>n. I am swayed, under these circumstances, that More Th>n was entitled to retrospectively underwrite the policy, *ie* act as it would have done had it

been correctly informed that Miss C was the legal owner of the car. It provided evidence that it would not have offered cover to Mr C for a vehicle not owned by or registered to him and as such, I consider that it was entitled to avoid/cancel the policy from its start date.

my final decision

For the reasons outlined above, it is my final decision that I do not uphold this complaint and I make no award against Royal & Sun Alliance Insurance Plc (trading as More Than).

Colin Keegan
ombudsman