

complaint

Miss U is unhappy that Zenith Insurance plc voided her policy after she couldn't validate her address.

background

Miss U took out car insurance with Zenith in August 2015. At this time she listed her address and the risk address for the car as her brother's home. In May 2016 Miss U was involved in a car accident. She put in a claim under her policy and Zenith asked her for her V5C registration certificate. When Miss U provided this Zenith noticed the car was registered to a different address to the one Miss U gave.

Miss U explained that all her documents are registered to her fiancé's address, as her brother's children open her post. But she said she lived with her brother. Zenith asked her for proof that she lived with her brother, but Miss U wasn't able to provide any documentation showing she lived at his address.

Zenith voided Miss U's policy on the basis she wasn't able to prove her address and that her fiancé's address wasn't one it would've been willing to insure the car at. Miss U complained about this as she said she had given the correct details as she lives with her brother and this is where the car is kept. Zenith didn't change its response as it said she needed to provide something to show she lived at her brother's address. So Miss U brought her complaint to our service.

I issued a provisional decision on this complaint on 11 January 2018. I said I wasn't intending to uphold Miss U's complaint.

Zenith told us that it cancelled Miss U's policy because it considered she carelessly failed to disclose her address accurately. It said that the address her car is registered to is '*unacceptable*', so if she'd provided accurate information it wouldn't have agreed to insure her.

Miss U told us she didn't live at the address all her documents are registered and sent to, as she and her fiancé were not married. But Zenith pointed out that Miss U is registered to vote at her fiancé's address and not at her brother's home. The Electoral Commission sets out that you can only be registered to vote at an address where you reside – which is more commonly considered a place where you have a *considerable* degree of permanence. So I found it unusual that Miss U said she lived at her brother's home – and had done for a number of years – but had not chosen to register to vote there and instead at an address she doesn't, by her own admission, reside at.

Miss U's V5C was also registered to her fiancé's address, not the place where she said she lived. Fines are in place for people who don't tell the DVLA correct information, including their address. While I understood that it would've been inconvenient for her brother's children to open her post, I found it unlikely that she would be willing to risk a fine to avoid this inconvenience. So this added weight to Zenith's argument that she has failed to disclose the correct address.

I also reviewed the property Miss U sends all her documentation to using the street view feature available through online maps (for images from 2014-2016). In each image a car of the same make, model and colour as Miss U's was parked outside his home. I was surprised to see her car parked outside his home on each occasion the images were taken, considering she says the car was kept predominantly at her brother's address (including during the daytime). I also noted that Miss U had said the car was kept in a garage, but I couldn't see that either property had one.

There weren't any records to show Miss U lived with her brother. Everything that was available suggested that she was living, or at least spending a considerable amount of time, at her fiancé's address – with her car parked on the road outside his home. The application Miss U completed asked her where the vehicle would be *kept* and from what I saw, I thought she should've given her fiancé's address.

Considering all this information, I thought Miss U had misrepresented her details to Zenith. Zenith determined that her misrepresentation was careless. And said it wouldn't have offered Miss U any cover, so on this basis it's entitled to void Miss U's policy. In this situation we would normally ask the insurer to refund the premiums she paid. But as Zenith had already paid out more money towards Miss U's claim than she'd paid, I didn't think it needed to pay Miss U any money. And I said it was in fact entitled to reclaim the additional amount it had spent from her.

Zenith responded to my provisional decision saying that it had nothing further to add. Miss U didn't agree with it.

Miss U said that when she took the policy out she lived with her brother and kept her car there overnight. She said her family have disabilities and lose her post, for example when she ordered a new passport it was thrown away, so she needed to send her documents elsewhere. Miss U said the man who was setting up the policy asked her about her bank card being registered at another address but didn't tell her this was a problem. And she said she couldn't leave the car at her brother's after the accident as it would've been blocking other cars in on the driveway.

Miss U said she moved in with her fiancé in October 2015. And at this time he added her name to the bills etc. She said this is why she was on the electoral role in 2016, but that her details weren't listed at the property before this date. She said she was still fighting with Zenith at this time so didn't tell it she'd moved.

my findings

I've re-considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not upholding Miss U's complaint.

When Miss U complained to Zenith about it asking for proof of address she didn't mention that she was no longer living with her brother. In fact her correspondence says that she *lives* with him and wouldn't live with her fiancé as they're not married. However she's now told us she moved in with her fiancé in October 2015; so wasn't living with her brother – which is supported by the evidence Zenith provided and the searches I carried out.

Miss U wouldn't have been covered if she'd told Zenith she lived at her fiancé's address. And as she's now told us that she was living there from October 2015; I understand Zenith wouldn't have covered her from this date. But I don't know whether or not this is the actual date Miss U moved, as she's been so inconsistent and her car was outside the property from 2014.

Zenith has voided Miss U's policy from inception. It's possible she didn't move until October 2015, but as she failed to update Zenith of her address change, this still means she wouldn't have been covered when the accident took place. This does however mean her insurance possibly should've been cancelled from the date she moved, instead of voided. So I've considered whether Zenith should record the policy as cancelled from that point in time.

Miss U has consistently told Zenith she *lives* with her brother and doesn't live with her fiancé, which – based on what she's told us since – is incorrect. I've seen evidence which suggests she could've lived with her fiancé before October 2015 and after the many inconsistencies in her version of events, I can't consider Miss U's testimony credible. So her response isn't enough to persuade me to change my decision and say that Zenith's actions have been unfair. On that basis I still think it's fair Zenith voided her policy from inception. And, as set out above, it doesn't owe her a refund and can pursue her for the costs it's paid out above the amount she paid in premiums.

my final decision

For the reasons set out above and in my provisional decision, I don't uphold Miss U's complaint against Zenith Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss U to accept or reject my decision before 1 March 2018.

Amy Osborne
ombudsman