

complaint

Mr F complains that Legal & General Insurance Limited ("L&G") cancelled his policy from its start and refused his claim.

background

In 2014, Mr F bought a home insurance policy on-line through a comparison website. During his application he was asked the following question:

"In the past 5 years, have you or anyone else living with you made any buildings, contents or personal belongings claims, or suffered any loss or damage (regardless of whether a claim was made or not)?"

Mr F gave the answer "No" to this question.

Shortly after he'd bought the policy, L&G sent him a document showing the answers he'd given. And it asked him to check the information in it carefully and let it know if anything was incorrect or incomplete. This document confirmed that he'd answered "No" to the question asking about claims or losses in the previous 5 years.

Later that year there was a water leak in Mr F's property. He made a claim for the substantial damage the leak caused. In investigating the claim L&G discovered that Mr F had made a claim for another water leak within the last 12 months. This claim was on a different policy and for a different address.

L&G wrote to Mr F saying that it wouldn't have offered him insurance if he'd told it about this previous claim. It said that, because of this, it was cancelling his policy from its start and refusing his claim.

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'm not upholding it.

I've looked at the question that Mr M was asked. It was clear and I think it would have been understood by him. Mr F doesn't dispute that he didn't tell L&G about his previous claim. He says that he forgot to do so when completing his application. But he thinks that L&G should have known about this claim anyway because he was insured with it at the time.

I've thought about what Mr M has said. But the previous claim was quite a recent one. It was for a relatively large amount and is likely to have involved significant repairs to his property. So I think it's reasonable to have expected him to remember the claim when he was applying for his new policy. And I don't think that L&G has done anything wrong in not identifying he'd had a previous claim with it. I think it was reasonable for it to rely on the answer Mr M gave without checking further.

I've looked at how L&G decide whether a new policy should be offered to a customer. And I'm satisfied that it wouldn't have offered Mr M this insurance policy if he'd told it about his previous claim. So I don't think that L&G did anything wrong in cancelling his policy from its start and refusing his claim.

my final decision

It follows from the above that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 February2016.

Simon Furse
ombudsman