

## **complaint**

Mr A1 and his father Mr A2 complain about the level of service provided by Marks & Spencer Financial Services Plc (M&S) when it arranged their motor insurance policy.

## **background**

Mr A1 and Mr A2 took out a policy through M&S online and Mr A2 completed the purchase in a telephone call. M&S said Mr A2 said in the online application that he was the car's registered keeper and Mr A1 was born in 1980. M&S said Mr A2 confirmed in the telephone call that the information he'd provided online hadn't changed. It then sent this information to the insurer. The insurer asked for the V5 registration document to validate the policy. M&S passed this on. This had Mr A1 as the car's registered keeper.

A claim was made and Mr A1 was told that the insurer wouldn't have provided cover if it had known he was the car's registered keeper. The policy was cancelled from the start (voided) and the claim declined. Mr A2 thought M&S knew that Mr A1 was the car's registered keeper. He provided a letter he said showed this. And he thought M&S had sent the wrong information to the insurer.

Our investigator didn't recommend that the complaint should be upheld. He thought Mr A2 had completed the online form saying that he was the car's registered keeper. He thought this had been confirmed when he purchased the policy. M&S then sent out the policy documents which had Mr A2 as the car's registered keeper and Mr A1 born in 1980. The letter said the policy could be void if details were incorrect. But he didn't think Mr A2 had corrected these errors. He thought M&S hadn't been told that Mr A1 was the car's registered keeper until after the claim was made. He didn't think it should have noted this from the V5 it passed to the insurer.

Mr A1 replied that M&S said one minute that he'd purchased the policy online and then over the phone. He asked for the complaint to be reviewed. So it's come to me for a final decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can understand that the insurer's decision to void the policy and decline the claim has had a great impact on Mr A1's finances and health. I can't consider that decision here as that's a separate business to M&S. But I can look at M&S's actions in arranging and administering the policy.

I think M&S reasonably thought Mr A2 took out the policy online and then completed the purchase in a telephone call to M&S. Mr A1 stated this in his complaint letter to us and I've heard the recording of the call with M&S which followed the online application. The caller identified himself as Mr A2 and gave his date of birth and went on to complete the purchase. So I can't say M&S has made an error on this point.

Mr A1 said they'd told M&S that Mr A1 was the car's registered keeper but it had changed this to Mr A2 to reduce the cost and get a sale. But I haven't seen any evidence to show this.

What I have seen is that Mr A2 completed the online application stating that he was the car's registered keeper. He then confirmed that his details hadn't been changed when he called M&S to complete the purchase. In the call he also confirmed that he was the car's regular user and his son, Mr A1, was the car's named driver. The policy documents were then provided online but these weren't corrected. So I think M&S correctly passed on the information provided to the insurer to set up the policy and I can't see evidence that it then changed any of this.

The insurer requested the V5 and other documents to validate the policy. M&S asked Mr A2 for this and passed it on but didn't note that the V5 stated Mr A1 was the car's registered keeper. But I don't think M&S made an error here as it was responding to the insurer's request and the documents were passed to the insurer to check.

Following this, it was noted that the incorrect number of No Claims Discount (NCD) years for Mr A2 had been provided. This was corrected and M&S wrote to Mr A2 telling him that his premium had reduced and provided an updated Statement of Insurance. In this Statement provided by M&S Mr A2 is shown as the car's registered keeper and Mr A1's birth year's 1980. But Mr A1 provided an identical document that states that Mr A2 isn't the car's registered keeper.

M&S can't explain how Mr A1 obtained the document he produced. However, I haven't seen any evidence that M&S were informed that Mr A2 wasn't the car's registered keeper at the time the Statement was issued. So, on balance, I don't think I can reasonably rely on the document Mr A1 provided.

When Mr A1 called to make a claim, he corrected his year of birth to 1990. A few days later, he called M&S to change the registered keeper to himself. But he was then told that the insurer wouldn't provide cover with him as the registered keeper.

So I think M&S set up the policy with the information provided by Mr A2. The caller identifying himself as Mr A2 confirmed in the sales call that these details were unchanged. I can't see any evidence that Mr A1 or Mr A2 contacted M&S to correct errors in the information provided before a claim was made. So I can't say that M&S made any errors in administering the policy that led to the insurer's decision to void the policy and decline the claim.

### **my final decision**

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 A1 and Mr A2 to accept or reject my decision before 9 May 2019.

Phillip Berechree  
**ombudsman**