

## **complaint**

Mr L complains that, after he made a claim on his motor insurance policy following the theft of his car, Zenith Insurance plc unreasonably failed to deal with it.

## **background**

Zenith started to deal with Mr L's claim but says it then became aware of issues that led it to consider Mr L had failed to disclose important details to it. It asked Mr L for further information and for access to his full criminal record history. As Mr L didn't comply fully with its request, Zenith didn't do anything further with the claim.

Our adjudicator considered that Zenith should have dealt with the claim, and that if it had any valid concerns about non-disclosure it should have proceeded on that basis. Zenith said it was correct not to proceed with the claim until Mr L provided his criminal record history. As there was no agreement, the complaint was passed to me for review.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Initially, Zenith was concerned about a possible recent criminal conviction for Mr L, as he said he'd recently been under bail conditions. When Zenith asked for a copy of his full criminal record history, Mr L contacted the police in order to get it. The police advised him that Zenith wasn't entitled to that information. They also confirmed Mr L's recollection that he had *one* conviction as an adult (for a public order offence in 2001) but pointed out that it was 'spent', given the time lapse, so he wasn't required to declare it. Mr L says he disclosed this offence when he took out the policy anyway.

It appears Zenith's loss adjuster had recorded that Mr L had convictions for public order offences (plural) and that he had other convictions from many years previously, and Zenith remained insistent that it needed to see Mr L's full criminal record history. As far as I can see, Zenith has no evidence that Mr L has any convictions other than the one from 2001, but I consider that spent conviction (and any prior offence) to be irrelevant to the claim.

I'm also satisfied that the fact of someone having been subject to bail conditions recently doesn't mean that there was a recent conviction. There's no evidence of a conviction that was current and relevant when Mr L took out the policy and was not disclosed by him to Zenith. Mr L has advised Zenith categorically that there *is not* a recent conviction. There seems no reason to doubt what he's said, and it's for Zenith to show otherwise. In my opinion, it's not reasonable for Zenith to want to see Mr L's entire criminal record history, despite the fact Zenith says the request is 'standard'.

Zenith also says that Mr L has been inconsistent in the information he's provided and has not co-operated with its enquiries, but on the available evidence, I disagree. He appears to have co-operated fully with the loss adjuster, who found him to be sincere and unhesitating in the way he related information. Mr L even provided details to the loss adjuster that he was not required to mention, as well as providing the documents (including his driving licence) and the permissions required of him at that point. He responded to Zenith's later enquiries, and explained that the delay in doing so was due to ill-health, which in my view was reasonable and did not amount to a lack of co-operation.

I agree with the adjudicator that if Zenith considered it had reasonable concerns about non-disclosure on Mr L's part, it should have moved the claim forward by dealing with it appropriately. Instead, the claim remained inactive for many months, leaving Mr L without a vehicle or compensation and unable to understand why the process had stalled. I'm satisfied this caused Mr L considerable frustration and distress as well as confusion; in his view he had done all he could reasonably have been expected to do to assist with Zenith's enquiries.

Mr L considers that Zenith may have treated him less favourably on the grounds of his medical condition or disability. On the information available to me, I'm not able to conclude whether or not that's the case, but Mr L may wish to pursue the issue through other channels.

In my opinion it would be fair and reasonable for Zenith to deal with the claim now and provide compensation to Mr L for the effect on him of its long delay in doing so.

### **my final decision**

My final decision is that I uphold this complaint. I require Zenith Insurance plc to do the following:

- deal with the claim
- pay Mr L £500 compensation

Under the rules of the Financial Ombudsman Service, I am required to ask Mr L to accept or reject my decision before 14 May 2015.

Susan Ewins  
**ombudsman**