

The complaint

Mr C is unhappy with the service provided by West Bay Insurance Plc (WBI) after cancelling his motorbike insurance policy.

What happened

Mr C took out motorbike insurance with WBI in March 2021. During the application process Mr C was asked about modifications to his motorbike. Mr C has explained he wasn't aware of any, and so didn't provide any information.

In June 2021 Mr C tried to make a claim under his policy following an incident involving his bike. WBI didn't pay Mr C's claim. WBI voided Mr C's policy on the basis of careless misrepresentation. Mr C complained about WBI's decision to void his policy. WBI responded to Mr C's complaint on 4 August 2021 rejecting it. WBI also explained *'You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of this letter.'*

In May 2023 Mr C tried to take out insurance with WBI, but WBI refused to reinsure Mr C. Mr C complained to WBI about its decision not to sell insurance to him. Mr C was informed an internal marker had been placed on his file due to the original misrepresentation, and WBI would not look to reinsure Mr C because of this. Mr C was unhappy with this response, and brought his complaint about his policy being voided in May 2021, and being refused insurance in May 2023, to this Service for investigation.

The investigator said that we couldn't look at Mr C's complaint about his policy being voided, as this complaint hadn't been brought to us in time. The investigator also explained WBI had acted reasonably in its decision not to reinsure Mr C. Mr C rejected these findings. As the complaint couldn't be resolved it has been passed to me for decision.

What I've decided – and why

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

Decision to void Mr C's policy

The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. In my decision, I've explained what this means for Mr C's complaint.

We operate under a set of rules laid down by Parliament under the Financial Services and Markets Act 2000, published by the Financial Conduct Authority and known as the DISP rules. These set out the extent of our powers, including the time limits that apply to our complaints.

DISP 2.8.2 says:

"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial

Ombudsman Service:

1) more than six months after the date on which the respondent sent the complainant its final response...

unless:

3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2... was as a result of exceptional circumstances; or...

5) the respondent has consented to the Ombudsman considering the complaint..."

WBI hasn't consented to our Service considering the merits of Mr C's complaint about events that happened in 2021. I need to determine whether the complaint was made in time.

WBI's FRL was dated 4 August 2021. It stated that Mr C had six months within which to refer his complaint to this Service if he remained dissatisfied. And it made clear that it wouldn't consent to this Service considering the complaint if it was made outside of the six month timeframe required. Mr C didn't contact us until May 2023 which is well outside the six-month timeframe. So, according to the rule I've referred to above, he's made his complaint too late.

The only way I can set aside this time limit is if there were exceptional circumstances for Mr C not being able to refer the complaint to us. But the bar for exceptional circumstances is a high one – the example given in DISP is someone being incapacitated. Mr C hasn't given any reasons for the late referral of this complaint and so I'm not persuaded exceptional circumstances apply here.

For the reasons explained, I don't think we can consider this part of Mr C's complaint. I understand that this decision may be disappointing for Mr C and I'm sorry that we can't help him on this occasion.

Marker placed against Mr C

Mr C says he doesn't agree with WBI's decision not to reinsure him. Having reviewed the evidence I don't think WBI need to do anything in settlement of this complaint. I can understand this is likely to come as a disappointment to Mr C but I hope my findings go some way in explaining why I've reached this decision.

Mr C is frustrated that WBI won't reinsure him because of the information held on an internal system about his previously voided policy. Whilst I appreciate Mr C's upset, WBI hasn't done anything wrong in recording Mr C's information from his previous policy. It is for WBI to decide whether to offer insurance, and on what terms. And I don't think WBI's explanation to Mr C about why it won't be able to reinsure him is unreasonable or unfair.

WBI has confirmed that Mr C would still be able to seek new insurance elsewhere with other brokers and other insurers. Mr C would be required to disclose that he had a policy declared void and a claim declined. The information provided by WBI is reasonable, and in line with what we'd expect.

My final decision

My decision is that we can't consider Mr C's complaint about West Bay Insurance Plc voiding his motorbike insurance policy because it was made too late.

For the reasons provided I don't uphold Mr C's complaint about West Bay Insurance Plc's decision not to reinsure Mr C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 October 2023.

Neeta Karelia
Ombudsman