

## **The complaint**

Mr W complains that Royal & Sun Alliance Insurance plc mishandled a motor insurance policy.

Where I refer to RSA, I include employees and others insofar as I hold RSA responsible for their acts or omissions.

## **What happened**

Mr W was eligible for a vehicle on contract hire from a company that provides vehicles for drivers with disabilities. I will call that company “the operations company”.

Mr W wanted two young family members (as well as him) to drive the vehicle. His understanding was that, in order to be insured for the young drivers, the vehicle had to be under 120 brake horsepower.

Mr W chose a vehicle under 120bhp. For the three years from late September 2021, RSA and the operations company covered the vehicle under arrangements set out in a “Cover Booklet”. The policy schedule and certificate of insurance covered Mr W and the young family members to drive the vehicle.

Unfortunately the vehicle broke down and needed a spare part. The operations company provided a temporary replacement vehicle. It was over under 120bhp. Mr W thought that he could drive it, but the young drivers couldn’t.

In January 2022, Mr W found out that the young drivers could’ve driven the temporary replacement vehicle, Mr W complained to RSA that it hadn’t made that clear, so he had suffered inconvenience.

Mr W brought his complaint to us. By a final response dated early April 2022, RSA turned down the complaint.

Our investigator didn’t recommend that the complaint should be upheld. She thought that RSA had provided the right outcome.

Mr W disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint.

## **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.

The Financial Ombudsman Service deals with a consumer’s complaint against an insurance company or other regulated firm about regulated activities. We are bound by the Financial Conduct Authority’s dispute resolution rules (“DISP”).

RSA's certificate of insurance named Mr W and the two young drivers. The certificate covered the following:

*"Description of vehicle*

*1. [registration number]*

*2. Any motor vehicle provided by or on behalf of [operations company] in temporary replacement of the vehicle specified in 1 above"*

So I'm satisfied that RSA had made it clear enough that the policy covered the vehicle chosen by Mr W and any temporary replacement provided by the operations company.

Mr W has said that his vehicle broke down. He hasn't said that it was involved in an accident or other event for which it was covered by insurance. From my reading of the "Cover Booklet", RSA had no role in providing the replacement vehicle. So I don't hold RSA responsible for providing information about who could drive that vehicle.

Mr W hasn't said that RSA or anyone else told him that the young family members weren't insured to drive the replacement vehicle. Rather he has said that he assumed they couldn't drive it.

Overall I don't find RSA responsible for any unfair act or omission in relation to the replacement vehicle. And I don't find it fair and reasonable to direct RSA to make any apology or to pay any compensation to Mr W.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Royal & Sun Alliance Insurance plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 22 July 2022.

Christopher Gilbert  
**Ombudsman**