

## The complaint

Mr M complains that Royal and Sun Alliance (RSA) declined his claim on his motor insurance policy. He wants an apology and for it to settle his claim.

## What happened

Mr M's car was damaged in an incident, and he told RSA his brother, a named driver on the policy, had been driving at the time. RSA appointed investigators who asked Mr M who had been driving and he explained that it was someone else who wasn't insured at the time. RSA then declined the claim. Mr M told us that he hadn't been in the car at the time of the incident. He said he had other claims at the time. And that he suffered memory losses. And so he had been confused when he answered the investigator's questions. But RSA maintained its position.

Our Investigator didn't recommend that the complaint should be upheld. He thought Mr M's more recent testimony showed that he thought the third person had been driving his car at the time of the incident. He didn't see any medical evidence of Mr M's memory problems. He thought Mr M's testimony had been inconsistent and changed when being investigated. So he thought Mr M hadn't shown that an insured event had occurred.

Mr M replied that the third person hadn't been driving his car at the time of the incident. He said he'd been questioned about it one or two years afterwards and so had been confused about another incident involving another car that this person had been driving. He offered to provide proof of his memory problems.

## 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.

Mr M has described the effect the declined claim has had on him and his finances. I was sorry to hear about this. I can understand that this matter has caused him frustration and stress. RSA said it declined the claim because an uninsured driver was driving the car at the time of the incident, and he had induced the accident. Mr M didn't complain about the latter point, just about the first concern.

I can see that the Welcome page of Mr M's policy states:

*"Only drivers approved by RSA and named as permitted drivers on your Certificate of Motor insurance may drive the vehicle"*

And in the details of the lease arrangements:

*"You can add temporary drivers at no extra cost. If you want to add or change drivers during your lease, call RSA..."*

The incident occurred in August 2020. From RSA's records, I can see that Mr M reported the accident and told RSA that his brother had been driving the car at the time. I can see that both Mr M's partner and his brother were named drivers on the policy and were involved in several claims between 2020 and 2022.

RSA sought to validate the claim at a later stage. RSA's investigators interviewed Mr M three years and six months after the incident. Mr M described what he recalled. He said he had been taken unwell and he needed to be taken to hospital. He said he had added a third person as a temporary driver to his policy using RSA's online portal. Later, the third person used the car and was involved in an incident with another driver. Mr M said he hadn't notified RSA of the claim and it must have been the third person who did this, naming Mr M's brother as the driver.

RSA has confirmed to us that the third person was never a named or a temporary driver on Mr M's policy. It also told us that it wouldn't have been possible for Mr M to have added him as a temporary driver using its portal as that wasn't then in operation. And Mr M hasn't said that he called RSA to add him to the policy as required.

Mr M said he was confused at the time of the interview about which incident RSA wanted to know about. I can see that there were several around that period. But none involved the third person. And Mr M had told RSA at the time that his brother was driving. So I can understand that RSA found this to be inconsistent.

Mr M said he had memory problems. But I haven't seen any expert medical evidence to confirm this.

RSA asked for contact details for both the third person and Mr M's brother. But Mr M said he was no longer in contact with the third person and didn't know his address. Mr M hasn't provided evidence of any other policy with this person as a named driver. He also said his brother was abroad indefinitely and not available for interview. So RSA had no way of confirming that the third person actually existed and had been driving the car at the time of the incident. And it wasn't able to confirm Mr M's brother's movements on the day.

I've listened to the notification call from August 2020. The caller identified himself as Mr M and he had details of the named drivers on the policy. The caller said that his brother had been driving at the time and had been hit in the rear when he had braked suddenly to avoid cyclists.

This incident was captured on CCTV footage by the other driver. This showed the driver of Mr M's car pulling in front of the other car and then braking suddenly causing the other car to hit Mr M's car in the rear. No cyclists are evident. Mr M kindly provided photographs of his brother. But the video footage isn't clear, and I can't say whether or not it's him that was driving. And so I can't say who was driving at the time, Mr M's brother or a third person.

So I think that RSA reasonably concluded that Mr M had provided inconsistent information about the claim. And I think RSA reasonably concluded that Mr M changed his story about who was driving at the time. It relied on Mr M's later testimony that a third person was driving, and this person wasn't added to the policy. So I'm satisfied that Mr M hasn't shown that an insured event took place. And so I think RSA reasonably declined the claim.

### **My final decision**

For the reasons given above, 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 M to accept or reject my decision before 30 April 2024.

Phillip Berechree  
**Ombudsman**