

## **The complaint**

Mr E and Miss H complain about Royal & Sun Alliance Insurance Limited (“RSA”) and the decision to decline the claim they made on their home insurance policy, following the theft of their TentBox (“TB”).

Miss H has acted as the main representative during the claim and complaint process. So, for ease of reference, I’ll refer to any actions taken and comments made by either Mr E or Miss H as “Miss H” throughout the decision where appropriate.

## **What happened**

The claim and complaint circumstances are well known to both parties. So, I don’t intend to list them chronologically in detail. But to summarise, Mr E and Miss H held a home insurance policy, underwritten by RSA, which contained a contents element when their TB was stolen from their car. So, they contacted RSA to make claim.

RSA initially advised the claim would be accepted. But they reversed this position, declining the claim explaining the policy they provided didn’t cover motor vehicle accessories. Miss H was unhappy about this, and the service RSA provided, so she raised a complaint. In short, Miss H explained why she thought the TB should be classified as camping equipment, rather than a motor vehicle accessory, which she felt was covered by the policy she held. So, she thought the claim had been declined unfairly and contrary to the advice RSA initially provided.

RSA responded to the complaint and upheld it in part. They set out why they thought they were fair to deem the TB as a motor vehicle accessory and so, decline the claim on that basis.

But they paid Mr E and Miss H a compensatory payment of £100 to recognise their initial mis-advice, and delays during the claim process. Miss H remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it. Both parties had sight of their reasoning, so I won’t set it out again in detail. But to summarise, our investigator thought RSA’s decision to decline the claim was a fair one. And they thought the £100 already paid was fair to recognise RSA’s service errors. So, they didn’t think RSA needed to do anything more.

Miss H didn’t agree. She reiterated why she thought it was unfair to classify the TB as a motor accessory, explaining she had used it without her car and because of this, she maintained it should be classified as a camping accessory. And she explained the policy documentation available to her through her RSA account stipulated camping equipment was covered by the policy she held. So, she wanted RSA to pay her the amount it would cost her to purchase a replacement TB. As Miss H didn’t agree, the complaint was passed to me for a decision.

I issued a provisional decision on 3 June 2025, where I explained by intention not to uphold the complaint, providing additional reasoning to that of our investigator. Within that decision I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, it's my intention to not uphold the complaint. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome."*

*Before I explain why I intend to reach this decision, I think it's important for me to set out what I've been able to consider, and how. It's not my role, nor the role of our service, to re-underwrite the claim Miss H made, as we don't have the expertise to do so. Because of this, I won't be speculating on how I feel the claim should have been decided."*

*Instead, it is my role to consider the decision RSA has made, and the actions they have taken, to decide whether I'm satisfied RSA have acted fairly, based on the information available to them at the time alongside the policy terms and conditions."*

*I note that as part of our investigators view, they discussed which policy terms and conditions were relevant as there appears to be a discrepancy with the terms and conditions Miss H was able to access online, compared to the terms and conditions RSA have provided. And crucially, Miss H has commented that had she been aware camping equipment wasn't covered under her policy, she would have sought additional insurance elsewhere. This element of Miss H's complaint, centring around a potential mis-sale, isn't a complaint issue that's been raised with RSA directly, for them to respond to. And this is something they must be afforded the opportunity to do before our service hold the jurisdiction to consider further. So, this isn't something my decision will cover."*

*Instead, my decision focuses solely on RSA's decision to decline the claim, relying on the exclusion that centres around motor vehicle accessories, which I note is included in both sets of policy terms and conditions. So, I've considered whether I'm satisfied RSA were fair to rely on that term. And to do this, I've had to consider whether I'm satisfied it was fair for RSA to classify Miss H's TB as a motor vehicle accessory. Having done so, based on the evidence available to me, I'm satisfied RSA were and I'll explain why."*

*I've seen evidence that satisfies me before classifying Miss H's TB as a motor vehicle accessory, RSA contacted the TB manufacturer to confirm whether the TB could be used on the ground as a standalone tent, without the need for a car. The manufacturer responded stating the following:*

*"We would not recommend using our TentBoxes on the ground". They then go onto quote specific TB's that I agree were of a different model to the one Miss H owned. But even so, I'm satisfied the statement I've quoted above makes it clear that the manufacturer didn't recommend using all of their TB's on the ground in general."*

*I can also see within this chat, RSA then asked whether it was recommended to keep the TB off the ground, suggesting something like a pallet. The manufacturer responded to this explaining:*

*"We are looking at creating an accessory to make lifting TentBoxes off the ground possible to keep an eye out for that".*

*I'm persuaded that this further supports RSA's position, as it suggests the manufacturer were in the process of designing something that would allow a TB to be used raised off the floor, and not on a car, but that one hadn't yet been made available for purchase.*

*I've also reviewed the link Miss H provided to RSA which showed the replacement TB and how much it would cost. On this page, I'm satisfied the TB is marketed as an accessory to the car, explaining "it will fit on even the smallest of cars" alongside pictures of the TB being used on the roof of a car before detailing under "what's included" that purchase of the TB included a "mounting kit (to install your TentBox to your roof bars)" as well as a ladder to access it.*

*So, based on the information above, I'm satisfied RSA were fair to deem Miss H's TB to be a motor vehicle accessory. And within both sets of terms and conditions provided to me, it's made reasonably clear that RSA don't provide cover for motor vehicle accessories. Because of this, I'm satisfied RSA were fair when declining the claim for this reason and so, I don't intend to ask them to do anything more for this aspect of the complaint.*

*I note RSA themselves accepted they mis-advised Miss H initially, leading her to believe her claim would be accepted. And, that it took some time to provide their final decision declining the claim. As these complaint points aren't in dispute, I won't be discussing them in any further detail.*

*But I note RSA have already paid Mr E and Miss H £100 in total to compensate for the impact these errors had. And having considered this payment, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed, had it not already been made.*

*I'm satisfied it's significant to fairly address RSA's failure to manage Miss H's expectations about the likely outcome of her claim. And the inconvenience she was caused when needing to chase RSA for updates when these should have been provided more proactively.*

*But I'm satisfied it also fairly reflects the fact that insurers such as RSA are entitled to take the necessary steps to validate a claim, and this can cause some unavoidable delays. In this situation, I'm satisfied RSA were fair to contact the manufacturer of the TB directly, to ensure the outcome they reached was a fair one that was fully informed with the guidance of the experts in that situation.*

*So, because of the above, I don't intend to ask RSA to make any further payments to address these points.*

*I understand this is unlikely to be the outcome Miss H was hoping for. And I want to reassure her and Mr E that I've thought carefully about the impact this decision will likely have as they made it clear the financial consequences of not being able to purchase a replacement, which has in turn impacted their future holiday plans. I don't intend this decision to take away from their lived experience and the detriment the situation has caused. But for the reasons I've outlined above, I've not been persuaded that RSA have acted unfairly when declining the claim and so, my intended decision remains that I don't intend to direct RSA to take any further action."*

## **Responses**

Neither party provided a response, or further comments, to my provisional decision for consideration.

### **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.

Having done so, I see no reason to change my original conclusions. Neither party have provided further information or comments for my consideration and so, my reasoning set out within my provisional decision, set out again above, explaining why RSA doesn't need to take any further action remains. I'm satisfied RSA were fair when deeming Miss H's TB to be a motor vehicle accessory and so, I'm satisfied they acted fairly, and in line with the policy terms and conditions, when declining the claim.

### **My final decision**

For the reasons outlined above, I don't uphold Mr E and Miss H's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Miss H to accept or reject my decision before 16 July 2025.

Josh Haskey  
**Ombudsman**