

The complaint

Mr N complains that Newline Insurance Company Limited declined a claim on a car hire insurance policy.

Newline used a third-party company to handle Mr N's claim and most of his correspondence has been with this company rather than directly with Newline. For the avoidance of doubt, any reference to Newline includes its agents, including the claims handling company.

What happened

In February 2025, Mr N hired a car from a company called Green Motion. He took out car hire insurance – also known as car excess insurance – underwritten by Newline. This sort of policy is designed to cover accidental damage to a hire vehicle or any excess that needs to be paid by the hirer.

The car suffered damage to the rear bumper. Green Motion quoted Mr N over £2,500 to repair the damage so made a claim to Newline. It declined the claim. It told him it didn't cover cars hired from Green Motion and this was clearly set out in the policy wording.

Mr N said the hire company he used was a different company with a similar name and his policy didn't exclude that company. He said information on Companies House confirmed they were different companies.

Newline wouldn't change its decision. It told him: *"the intention of the exclusion is clear. The way Green Motion structures itself is not relevant to this. We aim to decline all payments to all Green Motion companies."* Mr N didn't accept this and complained to this service.

Our investigator didn't uphold the complaint. He was satisfied that Mr N's policy documents excluded cars hired from Green Motion. Mr N didn't agree, so the complaint was passed to me to make a final 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.

Newline told us it had excluded cover for Green Motion since 2019

That's not unreasonable and – like any insurer – Newline can decide which risks it wishes to cover.

Insurers are required to provide a customer with sufficient and clear information at the point of sale to enable them to make an informed decision on whether the policy provides the cover they require. I think the policy documents are clear that Newline won't insure vehicles hired from Green Motion. For example:

- The Insurance Product Information Document (IPID). The first bullet point under 'What is not insured' is: *"Any rentals from Green Motion trading as Green Motion Car*

Rental.”

- The policy booklet. Page 30 lists ‘General Exclusions’. Point 1a is: *“Any claim rising directly or indirectly from or in connection with Green Motion. Any rental from Green Motion trading as Green Motion Car Rental.”*

Mr N says he hired a car from Green Motion Car and Van Rental, a different company. Companies House records lists them as separate entities with different company registration numbers.

I’m afraid I don’t agree with him. I think the exclusion is clear, and I don’t think any reasonable person would look at the exclusion and think a company called Green Motion Car and Van Rental might be covered. I don’t accept Mr N’s argument that a different entity under the same name means his claim should be accepted. I think it’s likely he didn’t notice the exclusion when he took out the policy.

I’m satisfied that Newline provided Mr N with clear information that it didn’t cover vehicles hired from the company he used. This means I don’t think Newline acted unfairly when it declined his claim. I won’t be asking it to do anything more. Mr N remains free to pursue this matter elsewhere, including in court.

My final decision

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 N to accept or reject my decision before 12 October 2025.

Simon Begley
Ombudsman