

The complaint

Mr V complains that First Central Underwriting Limited (First Central) refused to pay a claim on his motor insurance when he had an accident driving someone else's car.

What happened

Mr V had motor insurance with First Central. He was involved in an accident while driving a friend's car. He made a claim on his motor insurance policy, but First Central refused to pay the claim, saying he wasn't covered for driving cars belonging to other people

Mr V wasn't happy about this and complained to First Central. First Central said that in order to be able to use that section of the policy wording, it must clearly show on Mr V's Certificate of Motor Insurance that he had cover for driving other vehicles. First Central said the Certificate did not state that Mr V had this cover at the time of the incident, so it wouldn't be able to cover him for driving his friend's vehicle.

Mr V wasn't happy with what First Central said and complained to this service. Our investigator didn't uphold his complaint. He said First Central acted fairly and reasonably when applying the terms of the policy.

Mr V didn't agree with what the investigator said so his complaint has been passed to me. Mr V wants First Central to accept that he was covered by the policy to drive his friend's car.

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.

I don't uphold Mr V's complaint. I'll explain why.

Mr V's insurance policy documents with First Central said:

"Section 4 Liability to others

Features and benefits (what is covered)

...Driving other cars (DOC) cover for the policyholder (comprehensive policies only)

...Significant or unusual exclusions or limits

Driving other cars (DOC) cover only applies for comprehensive policies if it is shown on the Certificate of Motor Insurance, and is restricted to the policyholder who must be 25 or over at the start or renewal of the policy."

I have seen Mr V's Certificate of Motor Insurance covering the date of the accident. It clearly states:

" 1. Description of vehicle

- a) [registration number of Mr V's car]
- b) *Any motor vehicle supplied to the Policyholder under the 1st Central's Approved Repairer scheme while the vehicle described above is being repaired as a direct result of damage covered by this policy."*

Nowhere does the Certificate include cover for driving any other cars.

This service expects as a general principle that any significant or unusual exclusions in an insurance policy should be appropriately highlighted to a consumer before they buy a policy.

In considering this we need to bear in mind that we think it is good industry practice for the insurer to provide some sort of policy summary or key facts document, which includes this clause as a significant exclusion or limitation. If they didn't it could be appropriate to uphold this point against the insurer.

In Mr V's policy booklet the information above, headed "*Section 4 Liability to others*", is included in a summary table on page seven of what appears to be a 64 page document. The information is repeated with some more detail on page 18. There is a table of contents on page one which clearly states the page number for the policy summary. The "Welcome" section on the second page asks the policyholder to read all the documents provided. A letter at page 11 asks the policyholder to check the information shown.

I cannot see that at any stage First Central have provided Mr V with incorrect information. So I think that the fact that he wasn't covered for driving other people's cars was properly highlighted.

I am therefore satisfied that First Central acted fairly and reasonably and in accordance with the terms and conditions of Mr V's policy in refusing to cover him for driving his friend's car.

My final decision

For the reasons given above I don't uphold Mr V's complaint. So I won't be asking First Central Underwriting Limited to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 18 November 2025.

Sarah Baalham
Ombudsman