

The complaint

Mrs K complains about how Sabre Insurance Company Limited trading as GoGirl ("Sabre") handled a claim on her car insurance policy.

What happened

Mrs K held car insurance underwritten by Sabre. Her son, Mr K, was a named driver.

In January 2025, Mr K was involved in a motor incident. Sabre say that it became clear during the consideration of the claim that Mr K was driving under the influence of alcohol. They said the policy didn't cover any claim if an accident happens while someone named under the policy is driving under the influence of alcohol. So, they declined the claim.

Sabre also said they can ask Mr and Mrs K to repay any costs, if any third-party made a claim against the policy (as a result of the accident) as they would cover these under the Road Traffic Act 1988 (RTA).

Mrs K was unhappy and raised several complaint points:

- She thought the claim had been declined unfairly.
- She is unhappy they are liable for the third-party claim costs.
- She is also unhappy they have received conflicting information regarding the premium increase and the decline of the claim.

Our investigator looked into it, she said that Sabre had declined the claim fairly and were entitled to attempt to recovery costs. She also didn't think they had provided conflicting information and had handled the claim fairly.

Mrs K didn't agree, so the case has been passed to me to decide.

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 agree with the outcome reached by the Investigator. I'll explain why.

Firstly, I acknowledge the financial consequences Mrs K faces now and I empathise with her. I also understand that Mr K was in the midst of stressful circumstances through his schooling. However, it doesn't change my decision on the case.

My decision will address those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our service.

Within the policy booklet, under 'General Exclusions' it says:

"What we do not cover:

Use of the insured vehicle – driven by you or any person, should it be proved to our satisfaction that the driver was driving under the influence of drink or drugs. A conviction under the relevant law (including convictions for the offences of failing to supply specimens of breath, urine or blood) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction.”

I think Sabre are acting fairly in declining Mrs K's claim due to this exclusion. I say this because:

- Mr K was breathalysed at the scene and found to be over the alcohol limit.
- Mr K failed a further test later on at the police station.
- Mr K doesn't dispute that he'd been drinking.
- Mr K pled guilty in Court to driving a motor vehicle whilst over the alcohol limit.

I am satisfied that based on the above, Sabre acted fairly in not considering any claim. I am also satisfied that Mrs K should have been reasonably aware of this through the term stated above. Mrs K has argued that it is not fair to apply the exclusion because the judge during the Court action concluded that the accident may have been due to distraction and inexperience rather than impairment. However, I don't agree. The intention of the cause is to exclude any claims where the driver was driving under the influence of alcohol, regardless of whether it was the primary cause of the incident or not.

Elsewhere in the policy under general conditions, it also says:

7) Avoidance of certain terms and rights of recovery If we are required to pay a claim under Road Traffic Law or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) from you if you or any named driver under the policy:

- a) caused the loss directly or indirectly.*
- b) caused or permitted the vehicle to be driven by an uninsured driver.*
- c) through act or omission, caused this insurance to be invalid.'*

The RTA requires insurers to pay out third-party claims, even where the policyholder/ driver concerned is not covered under the policy because of a policy term - as is the case here. The RTA also allows insurers to recover the costs of meeting third-party claims in those circumstances.

However, this only applies when a county court judgement is issued. I haven't seen any evidence this was done in this case. Sabre have instead settled with the third-party insurer prior to court. In this situation, we would expect Sabre to have asked Mr and Mrs K to complete an indemnity form, allowing Sabre to take over and settle the claim, prior to any recovery. I haven't been provided with any evidence that this was done either. However, in settling the third party's claim, Sabre have more likely than not sped up the claims process and reduced potential costs (including legal costs). So, I don't think Mr and Mrs K have lost out by Sabre not asking for a completed indemnity form as we would expect.

Whilst I find that Sabre are entitled to recover the costs they have paid out to the third-party insurer, I have still checked to ensure the amount paid to the third-party was fair and that Sabre have acted fairly and reasonably when agreeing to pay them. I think they did. They

requested proof of the valuation and made sure to deduct the salvage cost that was received.

Mrs K has also complained that she was misinformed by Sabre. In particular she says she wasn't told clearly that costs would be recovered. I can see this was done in an email in January 2025 but confirmation of recovery was not given in a later call. Whilst I understand this will have been frustrating and Sabre have apologised for this, I don't find there was any misinformation. I have seen no evidence of Sabre saying they wouldn't be recovering costs. Mrs K is also unhappy with differing reasons she was given for an increased premium quote, but I am glad to see the increase was waived.

In summary, Sabre have acted fairly in declining the claim and are entitled (and acting fairly) in recovering the costs from Mrs K they have paid to the third-party insurer. Whilst they should've asked Mrs K to complete an indemnity form, they haven't been disadvantaged by them settling on their behalf and have acted fairly in paying the amount. As I don't think they have done anything wrong with the claim, it follows I cannot ask them to pay the compensation Mrs K has asked for.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 23 September 2025.

Yoni Smith
Ombudsman