

## **complaint**

Mrs S has complained as director of B, a limited company, that U K Insurance Limited (UKI) turned down her commercial vehicle insurance claim.

For ease I'll refer to Mrs S throughout this decision rather than B.

## **background**

In May 2017 Mrs S added Mr S to B's policy. At that time UKI added an endorsement to the policy that said no driver under the age of 25 could drive any vehicle on the policy except Mr S. In February 2018 a new car was added on to the policy. When the car was added the insurer added another endorsement to the policy that said no person under the age of 30 could drive that car.

When Mr S was involved in an accident driving the new car, UKI said he wasn't covered by the policy. It said the policy specifically excluded cover for any driver under the age of 30 and this included Mr S.

Mrs S didn't think this was right. She'd understood the endorsement for the new car only applied to other drivers under 30 and not Mr S. She said the first endorsement applied to any vehicle on the policy so should also include the new car. She thought the endorsement was ambiguous and brought her complaint to us.

Our investigator thought UKI had acted fairly and reasonably in turning down Mrs S's claim. He thought it was clear the endorsement was for any driver under the age of 30, including Mr S. Mrs S didn't agree and asked for an ombudsman's decision.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint including the further information provided by Mrs S's broker. Having done so, I'm not going to uphold it.

The first endorsement on Mrs S's policy says *"No cover applies under this Policy in connection with any vehicle whilst such vehicle is being driven by or if not being driven is in the charge of, any person who is under 25 years of age other than [Mr S]"*.

When the new car was added to the policy the following endorsement was added *"No cover applies under this Policy in connection with your vehicle [registration number] whilst such vehicle is being driven by or if not being driven is in the charge of, any person who is under 30 years of age"*.

I appreciate Mrs S thought the first endorsement overrode the first one but I don't agree. While I accept the first endorsement says *"any"* vehicle. I think that refers to any cars that were on the policy at the time. The second endorsement was added at the same time as the new car and is specifically in relation to that car as it gives the registration number. I'm satisfied the endorsement was added to show there was an exception to the existing endorsements.

I think the endorsement was added to show there was no cover for any driver under the age of 30 for that particular car. And if Mr S had been permitted to drive that car it would have said he was an exception as set out in the other endorsement.

I'm satisfied the endorsement is clear that no driver under the age of 30 can drive the car because it gives the registration number of the new car and was added at the same time as the new car. And I don't think the term is ambiguous.

I appreciate this isn't the outcome Mrs S was hoping for but I'm not going to ask UKI to pay her claim.

**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 Mrs S to accept or reject my decision before 20 April 2019.

Sarann Taylor  
**ombudsman**