

## **complaint**

Mrs T complains that Royal & Sun Alliance Insurance Plc (RSA) unfairly voided her motor insurance policy. She wants it to deal with her claim.

## **background**

Mrs T bought car insurance from RSA for a car which was purchased in the name of a family member as Mrs T could not get finance in her own name. She told RSA that she was the owner and registered keeper of the car. She says that she sent the V5 to the DVLA to get the name changed from the family member's to her own but did not receive the amended V5 back. The car was involved in an accident and RSA requested the V5. Mrs T contacted DVLA and it sent her the original V5. Because this showed the family member to be the registered keeper, RSA voided Mrs T's policy and declined to deal with her claim. It decided that it was entitled to retain the premiums paid to date as it had incurred costs for the third party claims arising from the accident.

The adjudicator did not recommend that the complaint be upheld. She thought that RSA had asked Mrs T clear questions at the time of her application about who the owner and registered keeper were. It would only insure cars registered in the policy holder's name. As Mrs T knew that she was not the registered keeper when she applied for the policy, the adjudicator thought that RSA's decision to void the policy was correct. She thought that its offer to pay the recovery and storage charges incurred by Mrs T direct, as a gesture of goodwill, was reasonable.

Mrs T responded that she thought that the owner and registered keeper of the car was the same thing. She said that DVLA had offered to provide a copy of the amended V5, but she was advised by RSA to provide a copy of the original.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can understand that Mrs T has been through a difficult and stressful period for personal and family reasons. Her accident, which involved her family members, has added to her worries. She feels that her insurance policy has been voided unfairly by RSA.

Mrs T says that she thought that owner and registered keeper was the same thing. However, I find that when Mrs T completed the application for the policy online, it was clearly explained what was meant by the "registered keeper":

*"The registered keeper is the person responsible for the vehicle so far as official communications from the police/DVLA etc and should be the person who is actually using, keeping the vehicle."*

Mrs T has accepted that she decided to declare herself as the registered keeper, as it was her intention to transfer the registration document into her name. RSA did not believe that Mrs T intended to deliberately mislead it. However it said that had she told it that the family member was the registered keeper at the time she applied for her policy, this risk would have been unacceptable to it. The family member is named as the registered keeper on the registration document and so took responsibility for the car. I note that Mrs T knew that she

would have to change the registered keeper's name to her own. Therefore I find that Mrs T knew that she was not the registered keeper when she applied for her policy with RSA.

I do not doubt that Mrs T sent her log book to DVLA with the intention of changing the registered keeper's name to her own. Mrs T says that RSA told her to ask DVLA for the original V5. She thinks that if she had asked for the amended V5, with her name added, then the policy would not be voided. Unfortunately, I find that this would not have been the case. As RSA has explained, the registration document for the car was in the family member's name. If RSA had known that the family member was the registered keeper, then it would not have agreed to start the policy with Mrs T as the policyholder. I find that the amended V5 with Mrs T added as the second registered keeper, but after the start date of Mrs T's policy, would not have changed this.

I am satisfied that when applying for her policy, Mrs T did not disclose information that was important for RSA to decide whether or not to offer her the policy. For this reason, whilst I am sorry to disappoint Mrs T, I am satisfied that RSA has not acted unfairly in voiding the policy from the beginning and consequently declining to deal with Mrs T's subsequent claim.

### **my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Royal & Sun Alliance Insurance Plc.

Phillip Berechree  
**ombudsman**