

## The complaint

Mr N has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under a home insurance policy.

## What happened

Mr N contacted RSA to make a claim when the glass door in his ride-on mower was damaged. RSA asked Mr N to provide quotes for the repair and said he could order the replacement glass. The next day, RSA told Mr N the claim wasn't covered because the vehicle was a tractor, which wasn't covered by the policy.

When Mr N complained, RSA maintained its decision to decline the claim. So, Mr N complained to this service. Our investigator upheld the complaint. She said Mr N had acted on the advice of RSA when he ordered and paid for the replacement glass. So, RSA should pay for the cost of the glass, minus the policy excess.

As RSA didn't agree, the complaint was referred to me.

I issued my provisional decision on 9 October 2023. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

I listened to the call when Mr N spoke to RSA about the claim, including how he referred to the vehicle. He first said it was a "*compact tractor or ride-on mower, as you call them*". He also said he had spoken to the tractor company where he had got the "*ride-on mower*" from and twice referred to it as "*the machine*". So, I think it's reasonable that RSA was of the view that Mr N was claiming for a ride-on mower and that it considered the claim on that basis during the call. The call-handler read the policy and confirmed there was cover for ride-on mowers and that RSA would deal with the claim.

During the call, Mr N said he could provide photos of the vehicle. RSA also asked Mr N to provide quotes for the replacement glass and for fitting it. I note that Mr N's covering email to RSA described it as a "*compact tractor*" and didn't refer to it as a ride-on mower and one of the quotes referred to the "*tractor unit*". It was only when RSA looked at the photos and the quotes that it decided the vehicle was a tractor.

The policy said it didn't cover motor and electric vehicles of any kind, except for items such as ride-on lawnmowers. I've looked at the photos of the vehicle, online information and the details provided during the claim and I think it was reasonable for RSA to decide it was a tractor. Based on the policy wording, I'm satisfied the policy didn't cover tractors.

An insurer is entitled to review a claim, even after it has been accepted, in order to check what cover, if any, is available under the policy. When RSA reviewed the additional information provided by Mr N it decided the vehicle wasn't covered by the policy because it was a tractor. So, this meant RSA didn't need to cover any of the damage, even though it had previously told Mr N that it would. I also note RSA called Mr N promptly to tell him the claim wasn't covered. So, on that basis, I think RSA acted reasonably.

I'm aware that during the initial phone call, Mr N asked whether he could order the glass or should wait until after he had provided RSA with the quote. RSA said he could order the glass. I'm also aware that after RSA declined the claim, Mr N said he could not afford to pay for the repair himself. So, I've thought about whether this makes a difference.

From what I can see, RSA initially accepted Mr N's description of the vehicle as being a ride-on mower. During the first phone call to RSA, Mr N also said he had got quotes for the repair and it was something he'd like not to pay for himself if he could help it, which is understandable. Although I accept Mr N might not have ordered the glass when he did if RSA hadn't told him he could do so, I don't think Mr N said he would only replace the glass if RSA was paying for it. In my view, RSA responded to the question about ordering the glass based on what Mr N said during the call. When Mr N provided additional information shortly after, RSA reassessed the claim promptly and decided the damage wasn't covered by the policy. Having looked at the full circumstances of what happened, I'm not currently persuaded RSA had to pay for the glass.

Having considered what happened, I don't currently intend to uphold this complaint or to require RSA to do anything further in relation to it.

I asked both parties to send me any more information or evidence they wanted me to look at by 6 November 2023.

RSA didn't reply.

Mr N replied and said he was very disappointed in my decision and the reasoning behind the change. In summary, he said:

- The policy also covered accidental damage, which hadn't been mentioned or considered.
- My decision hinged on whether the glass door was on a sub compact tractor or a ride on mower, one of which I said was covered and one I said wasn't. He asked that I research the two.
- Mr N provided extracts about both types of machines and said it didn't seem fair that a layman paid in good faith for an insurance policy for contents, has an accident on his own private land and yet a claim for the accident is refused.
- He wanted to challenge the decision as he felt that under his accidental policy it was very unreasonable and my decision hinged on the phone call and understanding of the differences of the two types of machine.

### **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 don't uphold this complaint and for the reasons given in my provisional decision. As part of that I've thought about Mr N's comments in response to my provisional decision, but this doesn't change my view.

I think it was reasonable for me to consider what was said in the phone call where Mr N told RSA he wanted to make a claim and RSA said he could order the glass. Before I made my provisional decision, I also looked online at ride-on mowers and tractors to see how these were described. I also considered whether there was cover under any part of the policy, including as accidental damage.

I have also thought about the descriptions of tractors and ride on mowers Mr N recently provided and I looked online at the vehicles described. These vehicles seemed to be of a

different design to Mr N's vehicle and it would be a hypothetical scenario for me to consider whether RSA should have covered one or both of those types of vehicles. I'm considering whether it was reasonable for RSA to decide Mr N's specific vehicle was a tractor, rather than a ride on mower.

I remain of the view that it was reasonable for RSA to decline the claim on the basis the vehicle was a tractor, which wasn't covered by the policy, and that it doesn't need to cover the cost of the glass Mr N ordered.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 5 December 2023.

Louise O'Sullivan  
**Ombudsman**