

The complaint

Mr R complains that Royal & Sun Alliance Insurance Limited ("RSA") mishandled his claim on a motorhome insurance policy.

What happened

From 2013, Mr R had a motorhome insured on a policy with RSA.

The subject matter of the claim and the complaint is a motorhome first registered in late 2014. Mr R put that motorhome on the policy.

The most recent policy renewal was for the year from October 2022.

In late October 2022, Mr R called for roadside assistance. He reported to RSA that a gust of wind had damaged the nearside door of the motorhome.

RSA investigated where Mr R had been keeping the motorhome. RSA sent an investigator to interview Mr R at home.

In early January 2023, RSA authorised repairs.

However, RSA cancelled the policy.

Mr R complained to RSA that it wasn't treating him fairly.

By a final response dated late May 2023, RSA turned down the complaint.

Mr R asked us to investigate.

Our investigator didn't recommend that the complaint should be upheld. He thought that RSA fairly and reasonably cancelled Mr R's policy.

Mr R disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- The vehicle was purchased primarily for occupation.
- The house and the van are solely in the ownership of his wife.
- The van was registered in his name by a salesman.
- DVLA issued a logbook in his name.
- RSA was fully aware of no driveway.
- The motorhome was not stored, it was occupied by him constantly in the back square.
- Fraudsters took a deposit for a loft conversion. His and his wife's lives are still in danger.

- His wife was packing her van for a holiday. A female driver crashed into his wife's van. He was not in the van.

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.

Consumer Insurance (Disclosure and Representations) Act 2012 ("CIDRA") obliges a consumer to take reasonable care to avoid making a misrepresentation when taking out an insurance policy. If a consumer makes a misrepresentation which is "qualifying" and the insurer wouldn't otherwise have offered cover, then CIDRA gives the insurer certain remedies. They include treating the policy as void and declining any claim.

The policy schedule from 2013 recorded that the motorhome was usually kept on Mr R's driveway at home.

I accept Mr R's statement that 2014 motorhome was his wife's. However, he was the policyholder and registered keeper, so he made the claim and the complaint.

RSA's policy terms said that the policyholder must tell RSA of any change of the place where he stores the motorhome when not in use. Failure to do this may result in the policy being cancelled.

The policy schedule from 2022 recorded that the motorhome was usually kept on Mr R's driveway at home. So I don't accept that RSA knew otherwise.

Another insurer, rather than RSA, was responsible for roadside assistance. So I don't hold RSA responsible for that or for the temporary repair.

After Mr R made a claim to RSA, its investigator found that Mr R couldn't park the motorhome on a driveway at home. So RSA cancelled the policy.

RSA's final response included the following:

"we were within our rights to void your policy and refuse to deal with your claim. However, our underwriters took a fair approach and confirmed we would deal with your claim but had to cancel your policy."

I accept RSA's statement that it wouldn't have covered coach-built motorhomes stored on the road. I'm satisfied that RSA had good reason to cancel the policy and I don't find that was unfair or unreasonable.

Mr R has said that he couldn't attend his brother's funeral. That would've involved a very long journey. And Mr R has referred to a train strike. So I don't find it fair and reasonable to hold RSA responsible for Mr R not being able to travel for the funeral.

As regards Mr R's report of accident damage involving a female driver, I haven't seen any evidence that Mr R made a claim or a complaint to RSA. So I can't comment on that.

Overall, I don't consider that RSA treated Mr R unfairly. So I don't find it fair and reasonable to direct RSA to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Royal & Sun Alliance Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 26 December 2023.

Christopher Gilbert

Ombudsman