

The complaint

Mr M complains that Haven Insurance Company Limited (Haven) misled him into believing he was insured to drive other vehicles under his commercial motor insurance policy when he wasn't.

What happened

Mr M has a commercial motor insurance policy underwritten by Haven. Due to the type of vehicle, it is insured under a commercial motor policy, but used for private use.

Following Mr M's vehicle breaking down, his neighbour offered Mr M the use of their vehicle. After checking his insurance documents and searching online, Mr M was under the impression he was insured by Haven to drive other vehicles.

Unfortunately, Mr M was involved in an accident, and he wrote off his neighbours' vehicle whilst driving it. Mr M contacted Haven, but they said he wasn't insured to drive other vehicles under his policy.

Mr M complained to Haven as he says they have misled him into believing he had cover to drive other vehicles. Mr M is being taken to court for driving without insurance and he wants Haven to accept they are liable, and responsible for misleading him.

Haven didn't agree. They said Mr M's policy documents were clear in outlining that he didn't have cover for driving other vehicles. As Mr M remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said Mr M's policy documents were clear in outlining he wasn't covered to drive other vehicles. She also said the documents explained what was meant by '*vehicle sharing*', which Mr M had incorrectly assumed to mean he had cover. The investigator didn't recommend Haven do anything further.

Mr M didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same outcome as our investigator.

Mr M says his insurance documents mention he is covered for '*vehicle sharing*'. I've checked the document Mr M has referred to, and this is the Insurance Product Information Document (IPID) which is a short summary of the cover. This says:

"Vehicle sharing, providing you do not make a profit from payments received."

Mr M said there is no definition of '*vehicle sharing*' on the IPID and he assumed this meant he could drive other vehicles. Mr M says he then searched for a general meaning of '*vehicle sharing*' online (not on Haven's website and instead a general search), and some of the search results mentioned driving other vehicles. So, he relied on this information and was under the impression he had cover.

However, whilst Mr M may have found results online that led him to believe this, that wasn't via Haven's website. And I can't hold Haven responsible for Mr M accepting what he found online from general searches as this is outside Haven's control.

The IPID also outlined that it should be read in conjunction with the full policy terms and conditions, schedule, and endorsements. Had Mr M checked his policy terms and conditions, as directed by the IPID, these explain what is meant by '*vehicle sharing*':

"Section G

Vehicle sharing

You will still be covered by this insurance if You receive payment for giving lifts to passengers so long as:

- 1. Your Vehicle is not constructed or adapted to carry more than 8 people and is not a motorcycle; and*
- 2. You do not make a profit from the payments received; and*
- 3. The passengers are not being carried in the course of a business of carrying passengers."*

So, I think the documents were clear in outlining what '*vehicle sharing*' meant, and it was clear that it didn't mean being insured to drive other vehicles.

As an alternative to checking his full documents, Mr M could also have contacted Haven (or the broker) directly to make sure he was covered. But instead, he chose to search online for what this could mean more generally, and then relied on that instead.

Furthermore, Mr M's policy schedule, which is a short one-page document, specifically outlined the applicable endorsements on his policy, and within this it said:

"Driving Other Vehicles is not covered"

So, this was also clear that Mr M didn't have cover for driving other vehicles either. And this, along with all the other documents, were provided to Mr M when he took out his policy.

Having considered all the information provided, I think Mr M's policy documents are clear in outlining what is meant by '*vehicle sharing*' and they also clearly outlined he wasn't covered to drive other vehicles.

With this in mind, I don't think Haven acted unfairly or misled Mr M, and I'm not able to hold Haven responsible for Mr M not reviewing his policy documents or contacting them for clarification, and incorrectly relying on a general internet search he carried out instead.

My final decision

It's my final decision that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 July 2024.

Callum Milne
Ombudsman