

# **Armstead (Appellant) v Royal & Sun Alliance Insurance Company Ltd (Respondent)**

**Case ID: 2022/0100**

## **Case summary**

### **Issue**

Where the hirer of a car contractually agrees to pay the car hire company a sum for loss of use if the hire car is damaged during the hire period, and the hire car is then damaged due to the negligent driving of a third party, can the hirer recover that contractual liability from the negligent driver (or their insurer)?

### **Facts**

Lorna Armstead ('LA') hired a car from Helphire Ltd ('Helphire'). LA signed Helphire's standard hire contract, confirming that (a) she would pay Helphire for any damage to the vehicle and (b) she would pay Helphire a daily rate for any loss of use of the vehicle if it was unavailable to Helphire because it was damaged.

LA was in a car accident whilst driving the hired car. The accident was caused by the negligent driving of a third party who was insured by Royal & Sun Alliance Insurance Company Ltd ('RSA'). The hired car required repairs, for which LA paid. Helphire subsequently requested that LA pay £1,560 for the loss of use of the hired car while it was being repaired. LA brought a claim against RSA for both sums. In the three courts below, LA's claim for £1,560 sum was dismissed.

### **Judgment appealed**

[\[2022\] EWCA Civ 497](#)

## **Parties**

### **Appellant(s)**

Lorna Armstead

### **Respondent(s)**

Royal & Sun Alliance Insurance Co Ltd

## **Appeal**

### **Justices**

Lord Briggs, Lord Leggatt, Lord Burrows, Lord Richards, Lady Simler

### **Hearing start date**

23 November 2023

### **Hearing finish date**

23 November 2023

**Watch hearing**

23 November 2023 [Morning session](#) [Afternoon session](#)