

The complaint

Mr T has complained that a broker, Got You Covered Limited (GYCL), mis-sold a car insurance policy to him.

What happened

Mr T bought a car insurance policy through a broker, GYCL by phone. Mr T reported the theft of his car, but his claim wasn't covered as he was insured on a third party only basis.

Mr T complained to GYCL. He said he believed he was insured on a Third party, Fire and Theft (TFT) basis. He said he wouldn't have insured his car on a third party only basis as it was a premium car and a desirable one which would attract thieves.

GYCL didn't uphold Mr T's complaint. It said it had offered Mr T cover on a third party only basis and a comprehensive basis in the call, and Mr T chose third party only cover.

Our Investigator found that it was clear enough in the sales call that the level of cover Mr T had chosen was third party only. And the policy documents that GYCL sent also clearly set out the level of cover Mr T had. Nowhere did GYCL mislead Mr T into believing he had cover for theft.

Mr T doesn't agree and wants an ombudsman to decide.

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.

I'm sorry to read of the distress caused by the theft of Mr T's car and discovering that his claim wasn't covered. My role is to look at whether the broker was clear and didn't mislead Mr T when it sold a policy to him.

During the key call, GYCL explained that it was not offering advice on the policies it offered, so this means it was for Mr T to check the level of cover was suitable for his needs. In other words, it wasn't for GYCL to assume the level of cover Mr T would or wouldn't have wanted.

Mr T says it was underhand of GYCL not to also offer him third party, fire and theft cover. Because GYCL didn't do this, he assumed the option of 'third party only' was the same as 'third party, fire and theft'.

The agent provided prices for comprehensive cover and third party only cover. Mr T chose the third party only cover option. Even if I thought that GYCL hadn't been clear enough because it didn't offer a policy on a TFT basis as well, I've looked at the 'welcome' letter and policy documents which were sent to Mr T when he bought the policy. The welcome letter, schedule and Statement of Fact all clearly highlight that the level of cover is 'third party only'. In the sales call, the agent explained this is the minimum level of cover and offered the option to add additional cover, which Mr T declined.

Under the policy wording, it sets out the levels of cover as: Comprehensive, Third party, Fire and theft, and Third Party only. As the Schedule and Statement of Fact clearly set out the

cover level as 'third party only' I don't think GYCL misled Mr T as to the level of cover he chose to buy. The policy documents gave Mr T a further opportunity to consider the level of cover he'd bought and if it didn't suit his needs, the option to cancel within the cooling off period (or later) and buy an alternative policy was available to him.

I'm sorry to disappoint Mr T. But there isn't anything to show me that GYCL acted unreasonably as a broker in providing options to Mr T, and I don't think it is responsible for the choice of policy and cover Mr T bought. So this means I'm not upholding his complaint.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 5 June 2024.

Geraldine Newbold
Ombudsman