

## **The complaint**

Mr W complains that Automobile Association Insurance Services Limited ("AA") mis-sold his home insurance policy.

## **What happened**

The circumstances of this complaint are well known to both parties, so I'll only summarise them here.

- Mr W took out a home insurance policy through AA in November 2021 and renewed the policy in November 2022.
- Following a burglary Mr W made a claim for a number of items that were stolen.
- The underwriters of the policy partially settled the claim but it advised Mr W that valuables worth more than £1,500 individually had to be specified in the policy. And if they weren't specified no cover was available for those items.
- Mr W was unhappy with this and complained that the policy had been mis-sold.
- In its final response AA said it didn't agree the policy had been mis-sold, and all the cover levels and excesses were selected on-line. It added the terms and conditions were available during the on-line journey and the policy documents had been emailed to Mr W. And said renewal documents had been provided in November 2022.
- Mr W tells us he had a telephone conversation with AA at the time he took out the policy and had been advised that valuables worth more than £1,500 would be covered up to a maximum of £1,500.
- AA say the policy was taken out on-line via a comparison website and have no record of a telephone conversation with Mr W.
- Our investigator didn't uphold the case. He said AA had followed a reasonable process in selling the policy and it had provided options to allow Mr W to select the cover he felt was appropriate and provided the opportunity for Mr W to check the policy met his needs.

## **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've reached the same outcome as our investigator, and largely for the same reasons.

For the avoidance of doubt in this decision I am only considering the complaint about the mis-sale of the policy by Automobile Association Insurance Services Limited. I am not considering the way the claim was settled by the policy underwriters, that is the subject of another complaint being considered by this service.

It's not in dispute that the policy was taken out on-line and I've looked at the questions AA asked in relation to home contents and valuables. Mr W was asked:

***How much would it cost to replace all the contents in your home?***

*Exclude valuable items worth £1,500 or more each*

*Exclude bicycles worth £350 or more each*

***How much would it cost to replace your valuable contents items worth less than £1,500 each?***

*Include valuables that are easier to steal from your home like jewellery, gadgets, TV's , laptops and antiques*

***Would you like to insure any valuable items individually worth £1,500 or more?***

*Include items like jewellery, antiques, TV's, laptops and other tech gadgets*

*Exclude any bicycles*

Mr W specified one item, a ring which had a value of £12,000. So I'm satisfied Mr W was aware that valuables worth more than £1,500 had to be specified and he was given a reasonable opportunity to specify any such items.

Mr W says he telephoned AA to check that individual unspecified valuables worth more than £1,500 would be covered up to £1,500. AA have provided screenshots of systems searches for a phone call from Mr W, and it has no record of this call taking place. And Mr W hasn't provided any evidence that he made a call. Given there is no evidence of the call I cannot reasonably conclude the call took place. So I'm more persuaded a call didn't happen.

It's not in dispute that AA provided information after the on-line purchase, this included a cover letter, the policy schedule, the policy booklet and the Insurance Product Information Document (IPID). The cover letter asks Mr W to carefully make sure he has the cover he requires, and his details are correct. It went on to say:

***Check your details and your cover***

*Please read the enclosed Statement of insurance very carefully and let us know as soon as possible if you need to make a change to your insurance cover or if your personal details are incorrect or missing. In particular, make sure you have cover for the entire value of the contents.*

I'm satisfied Mr W was provided with the appropriate information about the policy he'd purchased and was given an opportunity to review the cover provided. And he was provided with a 14 day "cooling off" period.

In the circumstances of this case I find the sales process AA followed was reasonable and I'm satisfied the policy wasn't mis-sold.

## **My final decision**

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 November 2023.

Martyn Tomkins  
**Ombudsman**