

The complaint

Mr G complains that Advisory Insurance Brokers Limited (AIBL) sold him an incorrect policy for his park home. Mr G is concerned that in the event that he might have needed to make a claim on his policy, it would not have provided the cover.

What happened

Mr G first took out a policy for his park home in 2012. The policy has been renewed annually each year since then.

In September 2023, Mr G called AIBL to discuss his upcoming renewal of cover as he had noticed that the documentation referred to a 'Park Home Policy' which he didn't think was correct. The advisor informed Mr G that a new policy was available and might be more suited for him given the information Mr G had provided to him. Mr G said he was using the park home as a holiday home and it wasn't his main residential home.

AIBL provided a quotation to Mr G which was more expensive than the renewal he was sent. Mr G decided to take a policy out with another provider but was unhappy that he had an incorrect policy since 2012.

He made a complaint to AIBL that he was mis-sold the policy in 2012. He said he's been incorrectly insured and would like a refund of the premiums he's paid since 2012.

AIBL issued a final response. It didn't agree that the policy was mis-sold and said it was satisfied that Mr G was made aware he was insured under a 'Park Home' policy and not a 'Leisure Home' policy at the start of the policy and at each subsequent renewal.

While AIBL didn't have the original sales call from 2012, it had a policy document from 2013 which confirms he had the correct cover in place. AIBL said it no longer offers that same product but there is a product that could provide Mr G the cover he needed. AIBL also confirmed that the policy he had between 2012 and 2023 would have provided the correct cover for his circumstances and, if he needed to have made a claim in that time, the policy would have responded to Mr G. AIBL has confirmed that Mr G has not made any claims on the policy at any time from 2012 to 2023.

Unhappy with AIBL's response, Mr G referred his complaint to this service. Our investigator didn't uphold the complaint. She concluded that she was unable to investigate what happened when the policy was sold in 2012 because of the time that's passed. The policy Mr G took out in 2012 was more likely to be suitable for his circumstances at the time but it's difficult to be certain as she hadn't been provided with any documentation from the sale due to the passage of time. Renewal documentation has also been provided to Mr G each subsequent year and the documents would have provided information to Mr G about the cover. She said AIBL has confirmed that if Mr G had needed to make a claim, the policy would have responded. She didn't think the policy was mis-sold or he was on an incorrect policy cover and no refunds were therefore due.

Mr G disagreed and asked for the complaint to be referred to an ombudsman. So, it's been

passed to me.

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'm not upholding the complaint. I'll explain why below.

Mr G took the policy out in 2012. Due to the passage of time, it's difficult to know what was said at the time of the original sale. There's no evidence of what happened during the sales process in 2012. We've been provided with policy documentation from 2013, but this is limited. It's not unusual for information not to be available due to the time that's passed.

Mr G renewed his policy every subsequent year from 2012 to 2023. It wasn't until September 2023 that he queried his policy and contacted AIBL. Based on what he told AIBL, he was informed that this policy was no longer the correct policy for him because the park home was not his main residence, and he wasn't paying council tax on it.

AIBL said there was another policy that was more appropriate for his circumstances, and it provided a quotation to Mr G. However, the premium for this was more expensive and Mr G decided to take the policy with another provider.

Our general approach in this type of situation is that we wouldn't expect a seller to go through exactly the same process at each renewal as it would when the policy was first sold. Sellers normally invite renewal based on the information they hold at the time about the policyholder and include anything they've disclosed throughout the terms of the policy.

But it's important the business checks this. Therefore, an invitation to renew is sent, which outlines the key details they are relying on when offering the policy, to enable the consumer to check it's correct. It's then up to the consumer to correct any of the information.

The renewal information has to be sent in good time, usually between 14 to 30 days in advance. And that applies to both renewals which the consumer agrees to, and which are automatically renewed.

I can see the renewal documentation was sent to Mr G a month in advance and that he was on auto-renewal. I haven't been provided with any evidence to say that Mr G contacted AIBL to query the information about the type of policy he has on the renewal documentation until September 2023. I can see that Mr G did at times contact AIBL to query aspects of his policy, but it wasn't until September 2023 that he queries the policy as being for a park home. And when he did, AIBL asked Mr G questions which led AIBL to inform him that there was a more appropriate policy for his circumstances. This is what we would expect and at this point, AIBL considered whether the policy remained suitable. Based on what Mr G told AIBL, there was a different, more appropriate, policy for Mr G.

AIBL has confirmed the underwriting criteria changed and it wasn't until Mr G contacted it that it became aware of this and provided information on a more suitable policy. But just because AIBL said there was a more appropriate policy in September 2023, this doesn't mean that the policy Mr G had was incorrect.

AIBL has confirmed that Mr G would have had cover on his policy prior to this and that the insurer would have responded to any claims he might have made. While AIBL can't

comment on whether the claims would have been paid, because it would depend on what happened, it has confirmed that the insurer would have responded.

Overall, taking everything into account, and based on the information available, I'm not persuaded that the policy was incorrect for Mr G and I don't think AIBL should refund the premiums Mr G had paid. It follows that I don't require AIBL to do anything further.

My final decision

For the reasons given above, I don't uphold Mr G's complaint about Advisory Insurance Brokers Limited trading as Towergate Insurance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 6 June 2024.

Nimisha Radia
Ombudsman