

## **complaint**

Mr M has complained that his broker, Towergate Underwriting Group Limited, mis-sold his storage and transit policy to him as his claim was refused on policy conditions, which Mr M says Towergate had not made him aware of at the time of the sale.

## **background**

Mr M's two competition motorcycles, worth around a total of £50,000.00 were stolen. He made a claim on his storage and transit policy and the insurer refused his claim for several reasons. Mr M brought that complaint to us and the ombudsman decided it should be dismissed as being better suited to being decided in court.

Mr M has now brought this complaint about his broker, Towergate to us, saying that it did not tell him of the clauses in his policy at the time he bought his policy, which the insurer used to refuse his claim.

Mr M says that his policy doesn't mention '*secure parking location*'. Mr M also says that his claim was also refused under a temporary external storage clause. He says he can't find the wording: "*ensure insured vehicles are kept in a locked garage or workshop, together with additional security measures*" in the policy terms either.

The adjudicator didn't recommend that his complaint should be upheld as she didn't consider that the underwriter had refused Mr M's claim under any specific clauses. Rather the issues Mr M referred to as clauses, were actually questions he was asked during the investigation of his claim.

The adjudicator therefore didn't expect Towergate to have discussed any issues with Mr M that related to his claim, at the time his policy was being sold as that was before he made his claim. She also examined the policy terms relating to security and protection of the vehicles and found there were no significant or unfair conditions in his policy.

Mr M disagreed and he believes that Towergate owed him a duty of care. So, his complaint has been passed to me to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The claims investigator used the wording '*secure parking location*' when detailing his decision to refuse Mr M's claim, which is not in the policy wording. He used this when referring to the policy condition concerning that Mr M '*must take all reasonable care and measures to protect the insured items...*' Therefore this is not something Towergate could have told Mr M about at the time it sold him the policy as it concerned the claims investigator's decision on Mr M's claim.

Again the phrase "*ensure insured vehicles are kept in a locked garage or workshop, together with additional security measures*" was also used by the claims investigator in detailing his reasons for refusing Mr M's claim. Therefore this is not something Towergate could have told Mr M about at the time it sold him the policy as it concerned the claims investigator's decision on Mr M's claim.

Towergate don't deal with claims and therefore, I wouldn't expect it to discuss any information about any claim investigation processes when it was selling the policy to Mr M. Its duty of care to Mr M was to ensure it has asked clear questions about what information the insurer needed to provide the policy and to make sure that any of the insurer's unusual or significant policy terms were highlighted to Mr M at the time it sold him the policy.

I appreciate that Mr M has lost a substantial amount of money, but I don't consider that this is due to any unreasonable action or failure on the part of Towergate. The insurer is entitled to carry out investigations into any claim, but Towergate will not be party to this as its role is to deal with sale and administration issues.

I have also reviewed the policy terms regarding security and protection and I can't find evidence of any unusual or onerous conditions that should have been brought to Mr M's attention at the point of sale.

### **my final decision**

For the reasons I have discussed above it is my final decision that I don't uphold this complaint as I don't consider that Towergate Underwriting Group Limited has done anything wrong in its sale of the policy to Mr M.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 April 2015.

Rona Doyle  
**ombudsman**