

The complaint

Mr L complains that he was mis sold a motorbike insurance policy by Saga Services Limited trading as Bennetts. (Bennetts) The policy included a compulsory garaging requirement which Mr L says didn't suit his needs. Mr L also complains that policy document wasn't sent to him by post as he had requested, and so he was unable to check the policy terms.

What happened

In June 2018 Mr L used a comparison website to obtain quotes for the new motorbike he was buying. One favourable quote was from Bennetts, so he telephoned them to discuss the policy further and make a purchase.

In the first call Mr L made to Bennetts, he advised them that the motorbike was not going to be garaged as he lives in a mews property and the garage is often blocked, so it would not be practical to garage it. He also discussed various locks and his no claims discount. Mr L did not purchase the policy during that call as there was a query over his no claims discount that he wanted to clarify. He was advised to check it and request a new online quote.

Mr L made a second call to Bennetts a couple of days later to discuss the policy when he had the no claims information. However, he did not complete the purchase as he did not have the registration number of the vehicle.

On 23 June 2018, the day Mr L was collecting the motorbike, he made a call to Bennetts during which he purchased the policy. During that call Mr L asked to make two amendments to the policy. The first was to increase the mileage allowance, and the second was that the motorbike would be stored inside the property. He made a further change towards the end of the call to include a pillion rider. A quote was provided on that basis, and Mr L accepted and paid for the policy over the phone. Mr L asked for the policy documents to be sent to him by post and the adviser agreed.

The documents were not sent by post but were e mailed to the e mail address that Mr L had provided.

In October 2018 Mr L's motorbike was knocked over outside his property by a neighbour, and he rang Bennetts to obtain a further copy of his policy document as he hadn't received the postal copy. With his consent, a further copy was e mailed to him. This claim was a no fault claim.

In April 2019 Mr L's motorbike was stolen from outside his property between the hours of 10pm and 6am. Bennett's refused the claim due to the motorbike not being garaged in accordance with the terms of the policy.

Mr L complained to Bennetts that he had been mis sold the policy as he wouldn't have agreed to it if he'd realised that the bike needed to be garaged. He said that he wasn't fully aware of the terms as he hadn't received the policy documents by post as requested. He also complained that he was given misleading information in October about whether he

could receive a postal copy of the policy, and that his cancellation rights were not explained to him.

One of our investigators has looked into Mr L's complaint and recommended that Bennetts pay Mr L £50 in respect of not providing the policy documents by post as requested. However, he didn't think the policy had been mis sold. He thought that Mr L was aware of the garaging requirement in the policy from the telephone calls with Bennetts and that he'd received an e mail copy of the policy which contained the details about the term.

Mr L disagreed with our investigators view, and so the case has come to me to review.

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 only dealing with the mis selling and related issues, not the decision to refuse the claim.

I have not upheld the complaint, and I will explain why below.

What I have to decide is whether Bennetts have mis sold the policy. I need to look at what happened when the policy was taken out, and whether the information provided to Mr L was clear, fair and not misleading.

I also need to consider whether Bennetts highlighted the exclusions and limitations of the policy to ensure Mr L was fully informed of them.

I have considered the documents provided by both Mr L and by Bennetts and I've also listened carefully to the calls that Mr L made when he was considering purchasing the policy, including the call in which he made the purchase.

In the first call that Mr L made to Bennetts, he told them that he would not be keeping the motorbike in the garage, and described the impracticalities of this because of his garage being blocked. The initial quote he received was provided on that basis.

However, in the call on 23 June 2018 when he purchased the policy, Mr L specifically told the adviser that he wanted to make a change to the policy because he will now be keeping the motorbike indoors. He said "We have decided that we are going to pull it inside now so it will be garaged". He further describes that the front doors are double doors as it is a mews property and the motorbike will be inside them. The policy is discussed further, and then the adviser read out the terms of the policy to Mr L. She read out the endorsements, including the compulsory garaging term. She told him that the policy would not cover him for theft unless between 10pm to 6am the vehicle is kept in a locked building. Mr L acknowledged what he was told by responding "Yes".

In view of this, I am satisfied that Mr L wasn't mis sold the policy. Mr L actively requested the change to the policy to include the compulsory garaging term, and the effect of that term was described to him during the call. I consider that the information provided to him was clear and fair and consistent with the request he'd made about the change to the policy.

Mr L did request that the documents were sent by post, and this didn't take place. However, he was sent an e mail copy on two occasions, and whilst this wasn't his preference, he was in possession of a copy of the policy and could have reviewed the terms if he wished. Mr L has said that because he didn't have a paper copy of the policy he was unable to review the

terms. Had he done so, he believes he would have reflected on it and considered it too restrictive.

Whilst Mr L may have reflected on the policy after it was purchased and cover commenced, it doesn't affect my decision that at the point of the sale the policy was sold appropriately and fairly. I also don't agree that Mr L was unable to review the policy if he wished to do so. He had an e mail copy, and he could have asked again for a paper one but didn't do so until the first incident some months later. At that point he was provided with another e mail copy which he could have read and considered.

I do agree, however, that Bennett's have made an error in not providing a paper copy when it was requested and I also consider that they provided incorrect information about the availability of a paper copy in October 2018.

I understand that following our investigator's recommendation that £50 should be paid in respect of this issue, Bennetts have already made that payment. I consider that this payment is sufficient to reflect the inconvenience caused by not having a paper copy, and by having to request it, so I do not propose to award anything additional.

The final point raised by Mr L is that his cancellation rights were not properly explained to him. Again, I have listened to the call from 23 June in which the policy was purchased, and the adviser clearly reads out the cancellation rights and charges. I am satisfied that this explanation was full and as required by regulations.

My final decision

I will not therefore be asking Saga Services Limited trading as Bennetts to do anything further.

They have paid £50 to Mr L in respect of their failure to provide a paper copy of the policy when requested, and I think this is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 February 2021.

Joanne Ward
Ombudsman