

The complaint

Ms S has complained that Sure Wise Limited mis-sold her a policy for a storage unit.

What happened

Ms S had insurance for storage units that she rented. When Ms S stopped using the storage units, she emptied the storage units and realised that a number of items that had been stored in them were missing. Ms S made a claim on her insurance policy. The claim was turned down because there was no evidence that the theft of the items involved “force and violence”.

Ms S complained to Sure Wise as she said it should have highlighted the exclusion under the theft part of the policy and discussed the policy terms with her. When Sure Wise replied it said the policy was bought online and all of the terms and conditions were available both before and after purchase. There was also a 14 day cooling off period to read the documents. Sure Wise confirmed the policy did insure theft but not where there was no violent and forcible entry.

Ms S complained to this service. Our investigator didn’t uphold the complaint. She said she didn’t think the policy had been mis-sold or was unsuitable for Ms S’s needs.

As Ms S did not agree, the complaint has been referred 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.

This policy was bought online and was a non-advised sale. This meant that Sure Wise needed to provide Ms S with information in order for her to make the decision on whether this was the right policy based on her needs.

Sure Wise has explained that the policy terms and conditions were available on the website, including before a policy was purchased. It also provided the statement that Ms S had to agree to in order to take out the policy, which included:

“I understand I have a 14 day cooling off period to check my certificate of insurance and refer to the policy wording for full terms and conditions.”

So I’m satisfied that Sure Wise highlighted the need for Ms S to check the documents and that she had a cooling off period.

I’ve also looked at the policy wording. In the main policy document, there was a one page summary of the policy coverage. This said it provided cover for loss or damage by theft or attempted theft and that:

“The policy does not cover:

...

Theft or attempted theft for loss or damage, unless it involves violent and forcible entry to or exit from your individual storage unit."

So I think that the policy was clear about what it did and didn't cover.

I've also read the *Insurance Product Information Document* (IPID). I'm aware that Ms S was unhappy about the layout of this document. However, I note that the layout and sections of the IPID are specified in the Financial Conduct Authority's "*Insurance Conduct of Business Sourcebook*" (ICOBS) and describes what must be listed in each section. For the restrictions on cover section, this must contain the "*main exclusions where cover cannot be made*".

In this particular IPID, it said that theft and attempted theft was covered and also

said: "*Are there any restrictions on cover?*

...

Loss or damage by theft unless entry or exit was effected by forcible and violent means".

So, on that basis, I think that the policy included the information that was required and that it did this based the relevant industry requirements. I also think the wording of the IPID was clear. Sure Wise also said that the full terms and conditions should be read and I think the combination of these two documents made it clear that theft wasn't covered unless there was forcible and violent entry.

I've also thought about the exclusion itself. I don't think it is an unusual exclusion in a policy. Its purpose is to exclude situations such as where, for example, a policyholder hasn't taken basic security measures. An insurer is entitled to limit the risks it's prepared to cover, which is what it did through this exclusion. So, I don't think that Sure Wise needed to specifically highlight this as something that was unusual or untypical of a policy.

So, thinking about all the above, I don't uphold this complaint. I haven't seen evidence that persuades me that the policy was mis-sold and I don't require Sure Wise to do anything further.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 30 March 2021.

Louise O'Sullivan

Ombudsman