

The complaint

Mr V has complained that Inter Partner Assistance SA refused his claim for key cover as an add on product under his motor insurance policy.

All reference to the underwriter of key cover in my decision includes its agents.

What happened

Mr V says he called Inter to ask if he had key cover and was told he did. He paid for a replacement car key and submitted a claim. An agent on behalf of Inter asked Mr V to provide a copy of his insurance schedule to show he had key cover. Mr V was unhappy about this as he thought the agent should request this directly from the insurer, which it subsequently did.

On reviewing Mr V's policy schedule, Inter declined his claim because Mr V hasn't bought key cover as an add on product.

Our Investigator didn't recommend the complaint should be upheld. He thought Mr V's policy schedule and the accompanied wording for key cover clearly explained that this was only available if Mr V had chosen it, which he hadn't.

Mr V asked for an ombudsman to decide. He says he called and spoke to an agent before he submitted his claim and was advised he had key cover.

I asked Mr V to provide details of what he would have done differently if he had been told that he didn't have key cover. And I asked Inter to provide a copy of a call recording of the key discussion between Mr V and it.

Inter provided screenshots to show it has no record of a call from Mr V around the time he says he called. Inter says it's possible Mr V spoke with the broker.

Mr V didn't reply. So the case has been passed to me to decide.

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.

When Mr V bought his motor insurance policy, he had the option to buy additional products, including key cover. Included in the documents made available to Mr V was the policy wording for such additional products.

The document titled "Car Insurance additional products" reads on the cover page:

"The products in this booklet only apply to your insurance if shown in your car insurance payment summary and cover summary."

I've checked Mr V's policy schedule and summary wording. They don't show that Mr V purchased any additional products when he bought his car insurance policy.

Email exchanges show that Mr V was unhappy with the agent's request for him to provide a copy of his insurance schedule when he made his claim. The agent went on to request this from the insurer, Inter.

Inter has provided screenshots of calls recorded with Mr V. It doesn't have a record of a call with Mr V for the time when Mr V says he was incorrectly told he had key cover. It's possible Mr V discussed his cover with his broker. My decision is against Inter as the insurer of the additional product (where purchased) and whether it reasonably declined his claim.

I don't know if Mr V would have made a different decision about obtaining a replacement car key if he had been correctly told he didn't have cover.

As I think the policy wording clearly showed Mr V that he didn't have key cover, I can't say that the insurer Inter acted unreasonably in declining his claim. I understand Mr V will be disappointed. But this means I don't think Inter should reimburse Mr V for the costs he paid for a replacement key.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 27 January 2023.

Geraldine Newbold
Ombudsman