

The complaint

Mr B has complained that a broker, The Plan Group Limited mis-sold a taxi insurance policy to him. He says he believed a courtesy car was included under the cover and says it didn't send him his policy documents. Mr B is unhappy that The Plan Group didn't contact the insurer to arrange for him to pay the excess under a claim in instalments.

What happened

Mr B bought a taxi insurance policy through a broker, The Plan Group Limited (TPG). He made a claim following an incident. Mr B expected a courtesy car to be provided while his tax was being repaired. But TPG said as Mr B hadn't bought courtesy car cover when he bought the policy, he wasn't entitled to one.

Mr B brought his complaint to us. He said he didn't receive policy documents when he bought the policy. So he didn't know he didn't have courtesy car cover. He believed this should have been included as standard cover under his policy.

Mr B said he asked TPG if he could pay the excess due under the claim in instalments, and it had promised to check with the insurer. But when he contacted the insurer, it wasn't aware of his request. Mr B is unhappy he had to pay the excess in full after his taxi had been repaired.

TPG provided an email it sent to Mr B before he bought the policy which offered additional benefits for a price, including courtesy car cover.

Mr B decided to buy the policy but declined additional cover for a courtesy car. And the next day, TPG called Mr B to offer additional benefits including courtesy car cover, which he again declined.

Our Investigator was satisfied TPG had sent Mr B his policy documents by email – and because Mr B hadn't raised with TPG that he hadn't received them, he didn't think TPG had done anything wrong here.

TPG said it didn't have a record of Mr B's request to pay the excess in instalments. The Investigator found after listening to a key call, that the insurer wouldn't have agreed to Mr B's request – and so the outcome would have been the same: that Mr B would have always had to pay the excess in full when the repairs had been completed.

So the Investigator didn't recommend Mr B's complaint should be upheld.

Mr B didn't agree. He has sent us a copy of a recent letter from the broker where it says it is unable to offer a renewal policy to him. Mr B wants an ombudsman 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.

TPG has provided evidence that it gave Mr B the option to buy courtesy car cover as an additional benefit before he bought the policy. This is set out in an email to Mr B confirming details of the quote from the insurer.

Mr B was also given a further opportunity to buy courtesy car cover in a call from TPG the following day. But he declined.

Due to the length of time that has passed, TPG is unable to provide evidence to show it sent Mr B his policy documents, but it has provided a copy of them and the date it says they were sent. It says Mr B made changes to his policy twice after it was set up – and so TPG issued amended policy documents each time to Mr B.

As TPG has no record of Mr B querying where his policy documents were until after he raised his complaint in January 2024, I'm satisfied that TPG hasn't acted unreasonably here in failing to send Mr B his policy documents.

So I think TPG provided Mr B with clear information by email, in a call, and through the policy documents, as to what was and wasn't covered under his policy when he bought it. Nowhere under the policy – or the remaining evidence - does TPG say Mr B has courtesy car cover.

I understand Mr B wanted to pay his excess in instalments. In a call recording on 11 January 2024, TPG agreed to contact the claims handling agent the next day to ask them to contact Mr B about the excess. Mr B didn't ask if he could repay it in instalments in this call. TPG didn't contact the claims handling agent until a few days later – after Mr B had paid the garage the excess in full. However, the outcome was that Mr B would have always had to pay the excess in full. So even if TPG had contacted the claims handling agent before Mr B went to the garage, the outcome would have been the same.

I understand Mr B is unhappy that TPG has been unable to offer insurance at the renewal date. This isn't something I can consider in my decision as Mr B will need to raise a new complaint with TPG about this first.

My final decision

I'm sorry to disappoint Mr B. But 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 B to accept or reject my decision before 30 April 2024.

Geraldine Newbold
Ombudsman