

The complaint

Mr S has complained about Lockton Companies LLP. He isn't happy that it didn't bring an endorsement on his motor insurance policy to his attention.

A representative has supported Mr S in bringing this complaint, but for simplicity I've just referred to him in this decision.

What happened

Mr S' prestigious car was stolen from his home address in March 2023 and so he made a claim under his insurance policy which he took out through Lockton (his broker). But his insurer turned down the claim as he didn't have an active tracker on his car which was a requirement under the policy. He complained to his insurer about this (which has been considered separately) and to Lockton as he didn't feel that it brought the endorsement to his attention.

Lockton didn't think it had done anything wrong as the endorsement was clearly brought to Mr S' attention within the policy documentation. And it had clearly brought the endorsement to Mr S' attention the year before. But Mr S remained unhappy, so he complained to this Service.

Our Investigator looked into things for Mr S but didn't uphold his complaint. Although she understood how much of an impact the decline of the claim had on Mr S she didn't think Lockton had done anything wrong as it had clearly outlined the endorsement the year before and it was highlighted in the policy documentation.

As Mr S didn't agree the matter has been passed to me for 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 have a great deal of sympathy for the position Mr S has found himself in as he has been the victim of crime here as his expensive car has been stolen. But I have to be fair to both sides when I consider complaints and having considered everything afresh I'm not upholding this complaint. I know this will come as a great disappointment to Mr S, but I'll explain why.

I'd like to reassure Mr S that whilst I'm aware I may have condensed some of the complaint points in far less detail and in my own words, I've read and considered everything he's told us. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail he would like, in order to reach what I think is a fair outcome. This isn't meant as a discourtesy, but it simply reflects the informal nature of our service. And I have of course taken account of the relevant law and guidance when reaching my decision.

It is accepted that Mr S was aware of the need to have an active tracker on his prestigious vehicle when he first took out a policy for the car with a different insurer through Lockton a year earlier. However, when the policy came up for renewal the new policy was taken out through Lockton but with a different insurer. The same endorsement was in place, but Mr S

felt that the continuing need to have the endorsement brought to his attention when he took out the second policy wasn't undertaken by Lockton.

Mr S says that he didn't look at the renewal documentation, where the endorsement was clearly outlined, as it was online. And has said that the endorsement wasn't highlighted in the covering emails from Lockton as it had been the year before, so he didn't know of the requirement. As such, there wasn't an active tracker on the vehicle when it was stolen.

However, I think there is some onus on a consumer to check their policy documentation to check the suitability of cover, especially endorsements in relation to an expensive vehicle like Mr S'. And if he wanted to get access to his policy documentation in another format I would've expected Mr S to contact Lockton or his insurer to request this. He had plenty of time to do this around the time of renewal and the months before the theft of his car. Plus, it isn't in dispute that Mr S was fully aware of the endorsement the year before so there wasn't a change here. And I wouldn't expect a consumer to presume such an endorsement had been removed on a very expensive and prestigious sports car like Mr S'.

Furthermore, I'm not persuaded that Mr S would have acted differently in any event. As I've outlined above I think he should have been reasonably aware of the endorsement in any event. However, I understand Mr S thought the tracker that was originally attached to the car was permanent or for a longer period than a year when he purchased the car when in fact there was a yearly subscription required. But given he was of the view that the tracker was for longer than a year when he bought the car, and he wasn't told that a further yearly subscription would be required I'm not sure he would have acted any differently in any event.

Given all of this, and despite my natural sympathy for the position Mr S finds himself, I'm not upholding this complaint. Lockton provided the policy documentation for Mr S to consider, and it was his responsibility to check that it covered his requirements. Ideally Lockton could have highlighted the endorsement again in its covering email but as the endorsement, which is common across the industry for high value vehicles, was on the policy the year before I don't know why Mr S would have presumed it had been removed, especially as Lockton explained the new insurer was providing similar cover. And I don't think Mr S would have acted differently in any event as he believed the tracker and prescription was in place at the time of the theft.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 December 2024.

Colin Keegan
Ombudsman