

## **The complaint**

Mr M complains that A plan holdings (A plan) mis-sold him several marine insurance policies over the years.

## **What happened**

Mr M holds a marine insurance policy with the policy being placed through by A plan, who arranged insurance for him for more than 10 years. Mr M says at no point when his policies were being arranged did A plan ask him any questions about the condition of his boat or for relevant documentation such as service records. After a claim was declined, Mr M referred a complaint to A plan, saying they'd mis-sold the policies to him.

A plan responded to Mr M's complaint in August 2024. They said in 2019 they had a conversation with Mr M because they needed to arrange a policy with an alternative insurer. They asked if the boat was in a good state of repair and Mr M said it was. A plan set out several examples in the policy documents and renewals sent over the years where Mr M was required to confirm he'd provided accurate information about the condition of his boat. In relation to the policy Mr M had submitted a claim under, A plan highlighted where Mr M answered yes to the question which asked if the boat was "*maintained in a seaworthy condition*". On this basis, A plan didn't uphold his complaint the policies had been mis-sold, and considered they'd asked appropriate questions.

Unhappy with A plan's response, Mr M referred his concerns to the Financial Ombudsman Service. They were considered by one of our investigators who didn't consider A plan had acted incorrectly or unfairly. Mr M didn't agree, he said his boat was seaworthy and he had answered the questions correctly. So, this 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.

Having done so, I've reached the same conclusion as the investigator and for the same reasons.

A plan arranged several policies with different insurers for Mr M over the years. I've listened to calls and reviewed multiple renewal documents. And I can't see any of the insurers A plan placed Mr M's policies with required out of water surveys or reports to be provided. I think it's important here to say it's for the insurer to decide on what documentation they require before offering cover.

I've listened to calls between Mr M and A plan. During one that took place in February 2019, Mr M was asked if the boat was in a good state of repair and if he'd ever had an out of water survey carried out. Mr M confirmed the boat was in a good state of repair, but no survey had been undertaken. The adviser at A plan went on to arrange the insurance.

I've seen policy documents from 2019 up to 2023. Some of these policy documents were issued by different insurers so the specific wording of the questions varied. However, all the policy documents I've seen have broadly asked if Mr M's boat was maintained to a seaworthy condition and he confirmed it was.

I appreciate Mr M's disappointment a claim made under his policy had been declined. Those concerns have been considered separately by my colleagues, so I won't comment on these issues further. And I understand Mr M became further concerned about the questions asked by A plan when his historic policies were taken out or renewed when a new insurer enquired about an out of water survey. Though I note from the email chain Mr M provided the question asked followed a reference to his claim being declined, so it's hard to know if that insurer asked for this information as standard or because Mr M mentioned a declined claim.

Mr M clearly considered his boat was seaworthy, and he set out his experience to support why he considered that was the correct assessment of his boat. However, the fact a claim is declined doesn't automatically mean a policy was mis-sold.

I'm not persuaded there's any evidence to support Mr M's claim the policies were mis-sold over the years. The documentation sent to Mr M clearly set out the information A plan shared with each of the insurance companies that provided cover for his boat. And I haven't seen in any of the evidence provided the insurance companies required A plan to obtain an out of water survey or report confirming the condition of the boat. On this basis, I can't say A plan acted incorrectly by not asking for this information. So, while I'm sorry to disappoint Mr M, I haven't seen that A plan have done anything wrong in how they've arranged his policies and I'm not requiring them to take any action in response to his complaint.

### **My final decision**

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 M to accept or reject my decision before 12 March 2025.

Emma Hawkins  
**Ombudsman**