

## **The complaint**

Mr N complains that he was mis-sold an annual car hire insurance policy by Cover-More Insurance Services Limited as he says he wasn't made aware the policy didn't cover the company he'd hired a car from. And that when he submitted a claim it was declined.

## **What happened**

Mr N purchased an Excess Europe Annual car hire insurance policy from Cover-More online in February 2024. The policy was valid from 23 March 2024 to 22 March 2025. In July 2024 Mr H hired a car while in Greece. When he returned the car he was charged for accidental water damage to the car keys.

Mr N submitted a claim to Cover-More which was declined as they said his policy didn't cover the company he'd hired from.

Mr N complained to Cover-More as he said he hadn't been advised the car hire company he'd used wasn't covered. He said the exclusion was very specific and should be clearly listed, not just included as part of the general policy exclusions.

Cover-More issued their final response to his complaint on 23 October 2024. They said that when he purchased his policy online he'd have seen an acceptance of terms document, his policy wording and an Insurance Product and Information document (IPID).

The acceptance of terms document required him to confirm that he wasn't hiring a vehicle from either of two specified companies and stated his insurance didn't cover rental vehicles hired through either of these. Cover-More say Mr N ticked to confirm he agreed these conditions.

And his policy wording confirmed they didn't cover the company he hired from. This is noted under "General Exclusions to Your Insurance" at point 1 (a) on page 30. And also set out as point 1 on the IPID which he'd have received with his insurance documents.

Cover-More didn't uphold Mr N's complaint as they said he couldn't have purchased his policy without ticking the box to confirm he'd read the acceptance of terms. So they were satisfied he'd been provided with enough information to make an informed decision on whether the cover was suitable to his needs. But they did offer a full refund of the £41.99 premium he'd paid.

Unhappy with Cover-More's final response Mr N complained to our service.

Our investigator considered the case but didn't uphold the complaint. He said Mr N's claim had been declined because of the hire company he'd used.

He said that Cover-More were required to provide clear and sufficient information when the policy was sold. And reviewing Mr N's online journey he was satisfied that the acceptance of terms document, which Mr N had ticked to confirm he read and agreed to, stated clearly that the hire company he'd used wasn't covered. And the IPID Mr N had received with his policy

documents confirmed, at point 1, under the heading “What is not insured” that the hire company he’d used wasn’t covered.

So he said he was satisfied Mr N had been provided with sufficient information at the point of sale and the policy hadn’t been mis-sold.

Mr N didn’t accept our investigator’s opinion as he said in addition to the documents considered he’d also received a document headed “IMPORTANT NOTICE ABOUT YOUR INSURANCE POLICY” which stated, “Our policy is 100% valid and is there to protect you.”

Our investigator considered what Mr N had said but didn’t change his opinion. He said he had to look at all the documents Mr N received and he didn’t think this notice would override the exclusions and policy conditions which Mr N agreed to at the point of sale.

The case has now come to me for a decision.

### **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.

Insurers are required to provide a customer with sufficient and clear information at the point of sale to enable them to make an informed decision on whether the policy provides the cover they require.

Cover-More have provided details of Mr N’s online journey when he purchased his policy. This required him to tick a box to confirm he’d read and agreed the acceptance of terms document. He couldn’t have proceeded with his purchase unless he’d ticked this box. And one of the terms that he agreed to was that Cover-More didn’t provide cover for any vehicle hired from Green Motion, the hire company Mr N used.

Mr N has said that Cover-More not covering Green Motion is an important term, and this only appears under General Exclusions on page 30 of his policy, so this doesn’t provide sufficient prominence for such an important term.

If that was the only place this exclusion appeared I’d be inclined to agree with Mr N. But he’d been notified vehicles hired from Green Motion weren’t covered during his online journey, he’d confirmed he accepted this, and this term appears prominently, as point one, on the IPID document he received. So I’m satisfied that Cover-More provided Mr N with clear information that they didn’t cover vehicles hired from the company he then proceeded to use.

Having said that I need to consider whether the document Mr N received headed “IMPORTANT NOTICE ABOUT YOUR INSURANCE POLICY” and which included the statement, “Our policy is 100% valid and is there to protect you,” changes my opinion.

Cover-More have confirmed that Mr N would have received this notice with his policy documents. I can understand why Mr N may have found this confusing as his policy documentation clearly stated it didn’t cover certain hire companies, including Green Motion.

But I’m satisfied that Mr N’s policy made it clear what cover it provided and if he had any questions, he could have contacted them. And I think the time to question what appeared to be contradictory information was when he received his policy documents. And not when Cover-more had declined a claim he’d made relating to a vehicle hired from Green Motion, a company he agreed he understood they didn’t cover.

So I don't think Cover-More mis-sold Mr N's policy or that they wrongly declined his claim. And I won't be asking them to do anything.

### **My final decision**

For the reasons set out above my final decision is that I don't uphold Mr N's complaint about Cover-More Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 23 July 2025.

Patricia O'Leary  
**Ombudsman**