

The complaint

Miss A has complained about Access Self Storage (Insurance Administration) Limited ("ASSL"). She believes a self-storage insurance policy was mis-sold to her.

What happened

Miss A had an insurance policy for items kept in a storage unit with ASSL. Miss A had the storage unit from August 2020; it contained the contents of her flat and other personal items. She attended the store to sign the confirmation of insurance document which recorded the replacement value of the goods as being £4,000.

In May 2023 ASSL's storage unit was destroyed by a fire. Unfortunately, Miss A's contents and items were all destroyed. She made a claim on her insurance policy and was told the insured amount was £4,000 less the excess, and so that was what she would receive in settlement of the claim.

Miss A says she calculated the value of her possessions to be around £11,000. She says she wasn't provided with any documentation to confirm the insured sum, and this is a breach of the regulations ASSL are bound by.

Miss A says as a result of ASSL's actions she had suffered significant financial loss in addition to losing all of her possessions and, in turn, this has impacted her mental health.

Miss A says she was deprived of the opportunity to review and consider the appropriate level of insurance, so she complained. Miss A wants compensation for the distress and inconvenience she has suffered.

ASSL say when Miss A took the insurance out she declared the items being stored were £4,000 in value and so her policy premium was calculated accordingly. ASSL say relevant documents were signed by Miss A when she took out the policy and so it disputes that she wasn't provided with documents. ASSL also say Miss A signed to say she had read the terms and conditions of the contract which included notifying ASSL if the value of the contents increased.

Miss A wasn't satisfied with the response from ASSL so asked us to investigate. Our investigator considered the evidence and concluded on balance Miss A was provided with clear information when she took out the policy and so didn't think ASSL needed to take any further action.

Miss A didn't agree. She says she wasn't provided with any documentation at the point of sale and so she never had possession of the vital information about the limit of the sum insured. She also disagreed with the investigator's view that the Insurance Product Information Document (IPID) isn't intended to be a personalised document. Because Miss A didn't agree the complaint has come 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.

I appreciate Miss A has raised a number of issues as part of her complaint and the matter has been extremely distressing for her. This service, however, is bound by the rules set out by the Financial Conduct Authority (FCA) as to what complaints we can investigate. In this case the only activity about which Miss A complains, which is regulated and on which I can decide, is the sale of the insurance policy. I'm not able to comment on the alternative to insurance; the Contents Protection, or the settlement of the claim.

This is a difficult case to decide as there is no independent evidence from the time of the sale which took place in the store and therefore it's not possible to know what exactly was said. So, any paperwork provided at or about the time of the sale is important as evidence of what was likely to have been discussed and agreed, I think there is insufficient evidence that the policy was mis-sold, and I'll explain why.

Claim value

ASSL say £4,000 was the value provided by Miss A at the time of signing the storage agreement. Miss A says she had little opportunity to consider the accuracy of her valuation and was unaware of the significance of the figure since she hadn't seen any of the contractual documentation. As I've said I wasn't there when the contract was signed so I can't know what was discussed. Where information is missing, as is the case here, I have to base my decision on what I think is more likely to have happened.

The minimum cover for the policy is £2,000 going up to £35,000. There is no standard amount of cover provided, and Miss A's policy premium was based on the value of her contents. So, I think it's more likely Miss A estimated the value of her items at £4,000 for the purposes of the storage agreement and the insurance policy and signed the agreement based on that.

I have examined the IPID and storage agreement. I consider the documents are clearly set out, and that even if Miss A didn't read all the terms, the section in which the replacement value amount was inserted was specific, unambiguous, and obvious, being just next to where Miss A signed the document. The significant difference between the amount inserted on the document (£4,000) and what Miss A has since said is the true value of the goods in question (£11,000) also suggests that if the first amount was incorrect or unintentional, then it would have been apparent at that time.

The agreement says, *"It is a condition of this insurance that the sum insured represents the full true total value of your property stored at all times."*

It goes on to say, *"If you fail to declare the true new replacement value of your property on the confirmation of insurance, in the event of a claim you will only be entitled to recover from the insurer the proportion of the loss as the declared value bears to the full new replacement value of your property. You are at risk if you do not insure your goods for the true replacement value."*

I am therefore satisfied that Miss A should also reasonably have been aware of her obligation to take responsibility for ensuring the amount insured was correct. I consider it is not fair or reasonable to hold ASSL responsible for the fact that goods were insured for the incorrect amount.

I would have expected Miss A to check the level of cover provided before signing the storage agreement. At the very least I would have expected Miss A to verbally check the cover provided before signing if she wasn't clear what the level of cover was. But she hasn't said that she did this.

Miss A was sent an email on 14 August 2020 with a copy of the terms of business and IPID. The email says, "*please take a moment to review the level of insurance cover you have, and if you need to update your insurance premium please contact the store.*" So, I think Miss A had an opportunity to query or amend the level of cover or, if she didn't know what the level of cover was, she could have contacted ASSL at that stage. But I can't see that she did this.

The provision of policy documents

Miss A says she wasn't provided with any documents, either hard copy or electronic, which identified the sum for which she was insured or the true replacement value. She says she only received the IPID and terms of business, but these do not refer to £4,000.

The sale of the policy was non-advised, so the onus is on the customer to ensure the product is right for them – and this includes the level of cover required.

Miss A says she wasn't provided with any documentation. ASSL say Miss A was provided with hard copies of the insurance documents when she took the policy out. ASSL has provided a copy of its sign up checklist that details what documents and information is provided at the time of sale. It is unable to provide a signed copy since the documents were lost in the fire. But I think it's more likely those documents were provided to Miss A at the time of sale based on the checklist.

I think it's important to note that even if I was satisfied Miss A wasn't provided with the relevant documentation when she took out the policy, there is sufficient reference to the policy terms and documents within the IPID and contract for her to query this with ASSL, but I can't see that she did. I am satisfied, in any case, that Miss A had access to the correct information within the documentation she had and could have raised the matter further with ASSL.

IPID

I've looked at the relevant section of ICOBS (ICOBS 6 Annex 4, paragraph 2.1R). That says the IPID should provide:

- 1) information about the type of insurance;
- 2) a summary of the insurance cover, including the main risks insured, the insured sum, and where applicable, the geographical scope and summary of excluded risks;
- 3) the means of payment of premium and the duration of payments;
- 4) main exclusions where claims cannot be made;
- 5) obligations at the start of the contract;
- 6) obligations during the term of the contract;
- 7) obligations in the event that a claim is made;
- 8) the term of the contract including the start and end dates of the contract;
- 9) the means of terminating the contract.

I think it's clear the IPID highlights the main terms – not necessarily everything that may be of concern to a policyholder.

This is consistent with the IPID Miss A received. At the top it says;

“This document is a summary of the main coverage and exclusions of our insurance policy and is not personalised to your specific needs and does not form part of your contract of storage. For full details of all policy benefits and all terms you should read the policy documents.”

I think this statement makes it clear that a buyer shouldn't rely only on the IPID for details of the cover and is generally a summary for the overall product rather than a customer's specific cover.

Miss A says the IPID should have been explicit in stating her sum insured was £4,000 based on ICOBS. And the reference to cover up to £35,000 was misleading. I can see why Miss A says this. On reading the IPID alone it could be read as being cover up to £35,000. But as previously explained I think the IPID is clear that it is a summary of cover and isn't personalised to specific needs. The IPID should be read in conjunction with the other documents and that Miss A should read all the documents to satisfy herself the cover met her needs.

I accept that it doesn't specifically say Miss A should check the sum insured was sufficient to meet the replacement costs of her belongings. It could therefore have been clearer. But I think it did enough to draw Miss A's attention to the need to ensure the sum insured was adequate.

I know Miss A will be disappointed by my answer, but it is her responsibility as the consumer to read the terms and conditions, and query anything that isn't clear before signing them. By signing them, she is stating that she has read and understood them, so they are binding on her.

My final decision

For the reasons I've explained, I'm not upholding Miss A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 5 June 2025.

Kiran Clair
Ombudsman