

## The complaint

D – a limited company – is complaining it believes Taveo Group Limited ('Taveo') mis-sold it a credit agreement to pay the annual premium on its commercial vehicle insurance policy.

## What happened

In November 2024 Taveo – a broker – renewed D's commercial vehicle insurance policy. In line with the previous policies, D wanted to pay the annual premium – around £100,000 – in monthly instalments. So Taveo arranged a finance agreement to fund this. This was provided by a finance company who I shall refer to as P. D also paid a 10% deposit to Taveo to secure the policy. However, the first payment for the finance agreement bounced. P advised Taveo that, under the terms of the agreement, it would need to reassess D's credit worthiness. After doing so, P advised Taveo it was no longer willing to provide the finance.

Taveo advised D about the issues with the finance agreement and said it tried to get P to offer finance on different terms, but it wasn't willing to do so. And it said it couldn't source any other finance for D. In this time the insurer said it was going to cancel the insurance policy unless the annual premium was paid in full. D said it would look to source an alternative policy. Taveo said it asked the insurer to extend the cancellation period, but the insurer wasn't willing to do so. D wasn't able to obtain a finance agreement in that time. So the insurer cancelled the policy.

D complained that Taveo had mis-sold the finance agreement. It said Taveo hadn't advised it when the first payment was due to be paid. It also says Taveo didn't explain the cost of the finance agreement.

Taveo didn't think it had acted unfairly. It said it had explained the finance agreement was handled separately by P. It maintained it had done all it could to get P to provide a finance agreement. D still didn't think Taveo acted unfairly. It also said it had since learned that Taveo hadn't passed the deposit to the insurer either.

Our Investigator didn't uphold this complaint. He said D needed to refer any concerns about the application of the finance agreement to P. He was satisfied Taveo had looked to try to assist D when the issues with the finance arose, but it hadn't been able to prevent the policy cancellation. Finally, he noted D's concern that Taveo hadn't passed over the deposit. But he didn't think Taveo had acted unfairly. He explained Taveo had advised it pays the deposit to the insurer once the premium finance is approved and paid. As P didn't do so, the policy was cancelled before the deposit was passed over. He didn't think this was unfair.

D didn't agree with the Investigator. It maintained Taveo hadn't clearly set out the core features of the finance agreement. It also said it should have passed the deposit to the insurer. And it asked for an ombudsman to consider this complaint.

## 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 decided to not uphold this complaint.

D has set Taveo should have done more to highlight the core features of the finance agreement. However, I should highlight D is a limited company and, so, the finance agreement Taveo arranged was an unregulated agreement. However, I don't need to make a finding whether Taveo needed to do more, because I think the situation would have been the same even if Taveo did everything D says it should have done. I'll explain why.

Taveo has arranged the insurance policy for D for a number of years and I understand the premium has always been financed in the same way. D would have been aware there would be a cost to the finance. And D was always going to take out this finance agreement. Further to this, I've seen evidence P did send a full schedule of payments and cost of finance to D in November 2024 – before the payment was missed. And this letter explained the exact date the first payment would be made. The letter said the finance agreement was subject to D making the first payment. So D was made aware of the key features of the finance – including when the first payment was going to be made.

Ultimately, D was in the situation it was in because it didn't make the first payment – not because of anything Taveo did. And, as I said, D was told when this payment would be taken. I've seen evidence Taveo did make reasonable endeavours to try and find a way for P to provide the finance, but P was clear it wasn't willing to do so. It also looked to extend the cancellation period to enable D to source finance, but the insurer wasn't willing to allow this. These were the decisions of P and the insurer respectively. Taveo is not responsible for the actions of either P or the insurer. Ultimately, I haven't seen anything to show the policy was cancelled due to anything Taveo did wrong.

D has also complained Taveo didn't pass the deposit over to the insurer. But it wasn't required to do so until such time as it received the full premium. That's not unreasonable and it's standard industry practice that a broker sends the full premium to the insurer only when it's received it in full. Ultimately, the policy was cancelled because P didn't pay the remaining 90% of the premium. The policy would have been cancelled regardless of whether Taveo paid the deposit or not. I can't say Taveo acted unfairly here.

## My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask D to accept or reject my decision before 6 August 2025.
Guy Mitchell

Ombudsman