

The complaint

Mr W has complained that Ripe Insurance Services Limited, trading as Golf Care have mis sold him a policy which has resulted in him not having cover when his golf equipment was stolen.

What happened

Mr W took out a Golf Care insurance policy in 2022, which renewed in 2023.

In October 2023 after playing golf he went to the toilet, leaving his golf equipment in front of the shop. When he came out, he discovered it had been stolen.

Mr W made a claim on his policy, but it was declined on the grounds that the bag was unattended, which meant that it was not covered under the policy.

Mr W was unhappy with this and raised a complaint against Ripe, saying that the cover he had been provided with was substantially different to what was promoted and sold by Ripe – so he ended up with defective cover which didn't provide protection for his golf equipment when he needed it. So essentially, he says he was mis sold the policy.

Mr W doesn't think Ripe have complied with their obligations under ICOBS and so he complained to Ripe but they didn't uphold his complaint and so he brought it to us.

One of our investigators has looked into Mr W's complaint and he thought the policy hadn't been mis sold but Mr W disagreed, and so the case 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'm not upholding this complaint, and I'll explain why.

Mr W has made a number of points in his submission to us about how he considers that Ripe haven't complied with the Insurance Conduct of Business Sourcebook (ICOBS), in that they haven't complied with the rule on providing clear, fair and not misleading information, or the rule on acting in a customer's best interests. In particular he says they have breached these in their promotional advertising, the use of language in the policy, and the fonts used.

So, I've looked at what happened in the sales and renewal process and thought about whether the terms and exclusions were clear and unambiguous.

Mr W bought the policy online on 1 August 2022, so it was a non-advised sale, meaning that no one from Ripe discussed with Mr W his needs and the suitability of the policy. However, in line with ICOBS, we would still expect the provider to give clear information about the cover, especially any key terms and exclusions.

Ripe told us that during the online sales process, Mr W was asked to tick a box to agree that he'd read the terms of business, insurance booklet and IPID before proceeding to pay for the policy. This is fairly standard with online purchases, as a consumer is entering a legal contract for insurance and so they are being asked to confirm they agree with the terms of that contract – which includes the terms in the policy documents.

The insurance booklet is divided into sections for cover. As Mr W's main concern in purchasing the insurance was protection for his golf equipment, I would have expected him to have read the section of the policy titled "Golf Equipment". It is only one page long and gives information about "what is covered" and "what is not covered".

Under "What is not covered" it says:

"Loss or theft of any Golf Equipment left unattended unless the loss or theft shows evidence of forcible and violent entry /exit to or from any premises, security-controlled club house, changing room or any securely locked locker or other similar place of storage.

Loss or theft of any Golf Equipment left unattended in the open other than in the course of playing golf"

I think that this is a clearly worded term using plain English, isn't legalistic, overly long or complicated, and gives the purchaser clear information about when they would not be covered.

This same information is also on the front page of the IPID under "What is not insured"

So, I don't think that Ripe have fallen below the standards we'd expect to see here in presenting policy information at the time of the sale.

The policy renewed in 2023, and at the time of renewal, Mr W was sent the terms of business and the IPID again, outlining the same policy provisions, and was asked to check the documents to confirm that all the information was correct. It also offers him the opportunity to contact them if he has any questions. Mr W renewed the policy without raising any queries, and so he accepted these terms for a further year of cover.

Mr W has made a point that it is etiquette to leave your bag in front of the shop. While I understand that this is the case, this isn't something that is provided for in the policy, and having read the policy and accepted it's terms on purchase and renewal, Mr W would have been aware of this, and so I can't say he has been misled about the cover that was provided.

My final decision

My decision is that I'm not upholding Mr W's complaint about Ripe Insurance Services Limited, trading as Golf Care and they don't need to do anything further

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

Joanne Ward
Ombudsman