

The complaint

Mr B's representative complains on his behalf that Complete Cover Group Ltd (Complete Cover) didn't make him aware of the requirement to have an active tracker subscription, or explain to him how to do this, when he purchased a motor insurance policy.

Reference to Mr B or his representative includes the other.

What happened

In August 2022 Mr B purchased a motor insurance policy to cover his car. Complete Cover acted as the intermediary on behalf of the insurer.

After the car was stolen the insurer declined to settle his claim because although there was a tracker on the car, a subscription hadn't been activated and therefore didn't meet the policy terms in relation to vehicle security.

Mr B's representative said Complete Cover didn't draw the requirement sufficiently to his attention, failed to inform him there were steps he should take to activate the tracker and failed to explain what he needed to do in that regard.

Because Mr B's representative was not happy with Complete Cover he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and were satisfied there were multiple points both prior to the policy being taken and afterwards when Mr B was made aware of the requirement to have an active tracker subscription. They said it's not Complete Cover's responsibility to inform its customers how to activate a subscription.

As Mr B's representative is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Mr B initially used an online insurance comparison site to help find him a motor insurance policy for his car. Complete Cover provided a quote.

Complete Cover explained its online application journey. It provided evidence that prior to the purchase of a policy, information about policy endorsements is presented to all potential customers in order to ensure the tracker requirement and the details about it are clear prior to purchase.

I saw it says:

"You'll only be covered for theft and attempted theft claims if you have a tracking device.

- *The tracking device must be operational and Thatcham approved*

- *Subscriptions relevant to the tracker must be continually active at the time of loss*
- *Subscriptions must be registered in your name or your spouse/civil partner's name and you must be able to access the subscription account".*

Complete Cover explained this information had to be acknowledged and accepted to allow the purchase of the policy to continue. It said this is not a prepopulated field and had Mr B not accepted and ticked the check box, he couldn't have proceeded to purchase the policy.

I also looked at the documents provided by Complete Cover to Mr B when he progressed with a policy. This included a welcome letter which covered the key points of the policy. This included the following;

"Do any special conditions apply to my policy?

Yes. Because of your circumstances, there are some additional conditions applied to your policy. For more details on each endorsement, please see your policy handbook.

Vehicle Security - Tracker

You'll only be covered for theft and attempted theft claims if you have a Thatcham-approved tracking device. Subscriptions relevant to the tracker must be continuously active at the time of loss and the data must be accessible to you."

I looked then at the policy handbook and found further details relating to the tracker which says:

"Not covered by Section 1 (Accidental Damage) or Section 2 (Fire and Theft)"

You are not covered:

- *Loss or damage caused by theft or attempted theft of your vehicle (or contents) when there is nobody in your vehicle and:*
 - *any security devices are not operational and activated.*
- *Where we or your insurer have noted security requirements for your vehicle on your schedule, theft (or attempted theft) claims will only be covered if the required security requirements for your vehicle are met. All security devices must be operational and Thatcham approved where appropriate. Subscriptions relevant to the security device must be constantly active at the time of loss and be registered in your name or your spouse/civil partner's name. You must be able to access the subscription account."*

And also:

"Vehicle Security

Theft (or attempted theft) claims will only be covered if the required security requirements for your vehicle are met. Additional security includes alarms, immobilisers and tracking devices and the requirement for your vehicle will be noted on your schedule.

- *All security devices must be operational and Thatcham approved.*
- *Subscriptions relevant to the security device must be continuously active at the time of loss.*
- *Subscriptions must be registered in your name or your spouse/civil partner's name and you must be able to access the subscription account."*

I am persuaded the requirement to have an active tracker subscription was sufficiently brought to Mr B's attention when he progressed with the quotation provided. And that it was also clear in the documentation provided to him. I didn't find it was hidden in the terms and conditions; it was clearly highlighted in the in the simple welcome policy schedule document provided to Mr B at the start of his policy term.

Mr B's representative said Mr B thought he did have an active tracking device subscription which came with his car when he bought it. The representative said Complete Cover failed to inform Mr B there were steps he should take to activate his tracker and didn't explain what he needed to do in that regard.

I have considered this point, however I don't think it is reasonable to expect Complete Cover to provide details on how to activate a tracker to each individual customer, because the details would be different dependant on the type of car. It was Mr B's responsibility to ensure the activation of his tracker was completed and that he had an active subscription on the car throughout the term of cover. If he had been unclear he could've contacted Complete Cover for clarification using his online account or by email, but I haven't seen any evidence he did this. I am unable to hold Complete Cover accountable for Mr B's failure to have an active tracking subscription.

I am truly sorry that Mr B has been a victim of a crime and I recognise he has had a significant financial loss, however I haven't been persuaded that Complete Cover were unclear or withheld any information from him about the requirements of the tracker.

Therefore, I don't uphold Mr B's complaint and don't require Complete Cover to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 October 2025.

Sally-Ann Harding
Ombudsman