

## **The complaint**

P complains that Think Insurance Services Limited mis-sold him a commercial vehicle insurance policy.

## **What happened**

P took out a commercial vehicle insurance policy via Think Insurance, a broker in 2013. The policy renewed every year since.

In 2023, unfortunately a third-party vehicle fell off the back of P's vehicle damaging another third-party vehicle. The third party thought P was responsible for its loss

P notified its insurer but was told the claim wouldn't be covered. It said carriage of vehicles wasn't included in its policy.

P didn't think this was fair and complained to Think Insurance. It said it thought it was covered and had been operating under that assumption ever since taking out the policy. It said the sale of the policy was an advised sale so believes Think Insurance hasn't done what it needed to do and has sold it a policy that doesn't suit its business needs. It thought Think Insurance should pay for the costs the third party was claiming from it.

Think Insurance didn't agree it had mis-sold P's policy. It noted that the original sale was advised but pointed out that each subsequent renewal wasn't. It said the information was clear at each renewal that carriage of vehicles wasn't included in the cover provided by the insurer.

P didn't think this was fair and brought its complaint to the Financial Ombudsman Service.

Our Investigator didn't recommend it be upheld. He noted the initial sale was advised, but due to the passing of time, there was no record of that sale. He said the renewals were sent each year, and these weren't advised sales. He thought the documentation was clear and as a result didn't find that Think Insurance had mis-sold the policies to P.

P didn't agree and asked for an Ombudsman's 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.

Having done so, I'm not upholding it.

It's not in question that the initial policy was taken out through an advised sale. But that was 10 years before the claim, and even longer before the complaint was made. Unfortunately, there's no evidence of that sale. And I can't fairly hold Think Insurance responsible for that, it's not required to keep information that long.

So yes, Think Insurance should have recommended a policy which met P's needs, but

there's no evidence to show that didn't happen. There's no statement of demands and needs, so it's not possible to tell what was asked or what was answered.

Unfortunately for P, the only evidence we have is the documentation of subsequent renewals. And it is clear that these renewals aren't advised. But I also acknowledge it was reasonable for P to assume the cover was the same as the year before unless told otherwise.

But, ultimately it was for P, even more so as a commercial customer than a consumer, to check the renewal documents to make sure the policy met its needs. And I find the policy documentation clear in saying that carriage of vehicles isn't covered. P has said looking at documentation, it was surprised this was always the case (that it had no cover), and I can appreciate that. But what that also means is that cover didn't change.

Therefore, because the documentation at each renewal is clear, and there's no evidence that the policy cover changed substantially from one renewal to the next, I don't find Think Insurance mis-sold P its policy.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 14 November 2025.

Joe Thornley  
**Ombudsman**