

## **The complaint**

A sports club, which I will refer to as N, has complained that it was mis-sold a club insurance policy by Howden UK Brokers Limited.

Mr A, as a trustee of N, has brought the complaint on its behalf.

## **What happened**

In 2023, Howden sold a club policy to N, acting as an independent broker. The policy renewed in 2024 on the same terms. Howden is not the underwriter of the policy.

In May 2025, Mr A submitted a claim to the insurer for the costs of physiotherapy for some of its players. The claim was rejected, as the insurer said that it only offered cover for physiotherapy costs if it was the result of a personal accident causing death, permanent total disablement or total temporary disablement. The insurer said that N did not have the cover for total temporary disablement (and the others did not apply), so the physiotherapy costs were not covered.

Mr A complained, as he said he had specifically asked Howden to add physiotherapy cover when arranging the policy in 2023 (having needed such cover previously and not having it). Mr A says Howden did not ask any other questions, or tell him that N would also need to add temporary total disablement cover, in order for any physiotherapy cover to be activated.

Howden did not accept that it did anything wrong. It says that in 2023, N requested that it reinstate the personal accident cover on the same basis as previously. (N had held cover through Howden prior to the 2022 policy year.) This was to include cover for accidental death and permanent total disablement, plus the additional cover available following such a claim, which included the physiotherapy cover of up to £500 per claim. Howden says N did not request total temporary disablement cover, and had not ever had it previously.

In addition, Howden said that the claim would not have been covered in any event, as the policy required N to get a medical referral before incurring any physiotherapy costs, which it had not done. Howden therefore said N has not suffered any loss.

As Mr A remained unhappy, he referred the complaint to this service.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was not persuaded that any additional information or advice from Howden would have meant N's claim would have been met.

Mr A does not accept the Investigator's assessment. He says that the point is that Howden was aware of N's need for physiotherapy cover to be reinstated but failed to advise that it

needed total temporary disablement cover to make it triggerable. Mr A says this point is getting missed and the fact N did not follow the correct procedure about how the players were referred to physiotherapy is irrelevant.

Mr A also says that as the independent professionals in the transaction, the onus should be on Howden to advise N properly and should not be on N, made up of a group of volunteers not expert in insurance matters, to ask for cover they didn't know it needed.

As the Investigator was unable to resolve the complaint, it has been passed to me.

### **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.

The Insurance Conduct of Business Sourcebook says that those selling insurance have a responsibility to provide clear, fair and not misleading information about the cover being provided, in order to put the customer in a position where they can make an informed choice about the insurance they are buying. This includes providing clear information about the main cover and any significant terms.

If the seller is also making a recommendation or advising a customer to take a particular policy, then they should specify the customer's demands and needs and propose a policy that's consistent with them as far as is reasonably possible and take reasonable care to ensure the suitability of its advice.

Howden has not confirmed whether these were advised sales or not. In the absence of any other evidence, I intend to proceed on the basis that they were. Therefore, I have considered whether Howden provided N with sufficiently clear information about the policy and took steps to ensure the suitability of its advice to take the policy.

In 2023, N made clear to Howden that it wanted to add physiotherapy cover. The policy sold to N, in 2023 and 2024, includes physiotherapy cover but only within the personal accidental of the policy. I have seen no evidence that physiotherapy cover would have been available as a stand-alone section of cover.

The personal accident section of cover provides certain payments in the event of an accident causing death, permanent total disability, and other permanent injuries, including loss of limbs and hearing loss. It was also possible to add cover for total temporary disability.

The policy says:

*"What is covered*

*We will pay you the appropriate benefit shown in the schedule if an insured person suffers accidental bodily injury.*

*We will also pay:*

- a. medical expenses;*
- b. dental treatment expenses;*
- c. spectacles expenses; and*
- d. physiotherapy treatment expenses;*

*incurred by the insured person."*

Accidental bodily injury is defined in the policy as being:

*“An identifiable physical injury which ... results in the insured person’s death or disablement [defined as permanent total disablement, or one of various specified permanent injuries] or temporary total disablement.”*

N’s policy schedule sets out that there is £25,000 cover for permanent total disability and in relation to the temporary total disablement it says:

*“Up to a maximum of £0 per week, for a maximum of 52 weeks”.*

The schedule then says:

*“Additional Cover (In Addition To The Overall Benefit Amounts Insured Above) ...*

*Physiotherapy expenses £500.”*

I think it is reasonable clear from the terms set above that the physiotherapy cover is only available if there has also been total disablement, or a permanent specified injury.

I think it is arguable that N’s policy did provide cover for physiotherapy required as a result of an accident that caused temporary total disablement. I say this because the temporary total disablement cover was set at £0 per week and the physiotherapy (and other medical expenses cover) is stated as being in addition to that cover, so it is arguable it is in addition to the £0 per week. However, I am not making any formal determination about this in this decision, because even if I accept that there was no cover for physiotherapy cost unless it the result of an accidental injury that causes permanent total disability, I do not intend to uphold the complaint. I will explain why.

Howden seems to accept that it did not inform N about the different aspects of the personal accident cover, it says it put the cover on that N had in previous years (prior to 2022) but this was a new sale and I don’t think it was sufficient for it to do that and to assume that N’s needs were the same as in previous years.

In my opinion, Howden should have provided further information about the elements of personal accident cover available, and given N’s particular request, to have provided additional advice about the physiotherapy cover. This would have allowed N to make an informed choice about the cover.

I cannot make any award to punish or penalise Howden for any wrongdoing, as we do not regulate the industry. I can only made an award that puts things right for the complainant, where things have gone wrong. I therefore need to consider what impact this had on N, if any, and what action is required to put this right. Having done so, I don’t consider that I can reasonably make any award in N’s favour. I will explain why.

I have seen no evidence to suggest that N would not have taken this policy out at all, if it had known of the terms and conditions that apply to cover for physiotherapy treatment. I think it is unlikely that it would have made any different decision about the policy overall, as it provides cover for the buildings, contents, public liability and a number of other risks that would influence that decision.

In addition, I have seen no evidence that Howden could have offered, or N could have obtained stand-alone cover for physiotherapy treatment costs, without it being linked to personal accident cover in the same way as this policy; or that, even if such cover is available, that N would have taken it. I also bear in mind that such cover, if available, is likely to be expensive.

Given this, I think N would likely have gone ahead with this policy. However, it could have opted to include a weekly benefit in the event of personal injury resulting in total temporary disablement. I think, given the concerns about physiotherapy cover raised by Mr A, that it is likely he would have opted for this cover. However, even if I accept that N would have chosen to do this, which the insurer has said would mean physiotherapist treatment up to £500 would also be covered, I do not think there is sufficient evidence that the claim would have been met.

Howden has said the claim would not have been met because N did not obtain a medical referral before the costs were incurred. That is a requirement set out in the policy. However, more important in my view is the fact that the cover is only applicable if there had been total temporary or permanent disablement.

Temporary total disablement is defined in the policy as being: *“Disablement which totally prevents the insured person carrying out all parts of their usual occupation.”*

I have not seen any evidence that any of the relevant injured players had been totally disabled as a result of their injuries.

Given this, it seems to me that even if Howdens had provided more information, or advice, that led N to take a benefit of more than £0 for temporary total disablement cover, it is unlikely that the claim made would have been met because there is no evidence of any total disablement.

This therefore means that N would be in the same position now, *i.e.* out of pocket for the physiotherapy costs, even if Howden had advised it to take that additional cover. There is therefore no reasonable award I can make, as the ‘loss’ is not the result of anything done wrong by Howden.

I am aware how disappointing my decision will be for N and I am mindful of the impact of this decision on a relatively small club of its nature. However, having considered everything carefully, I do not intend to require Howden to make any payment to N.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask N to accept or reject my decision before 28 October 2025.

Harriet McCarthy  
**Ombudsman**