

The complaint

Mr G complains that Advisory Insurance Brokers Limited trading as Footman James (“Footman James”) didn’t explain the need for a tracker to be fitted to one of his vehicles, and didn’t check he’d fitted it, which subsequently led to his claim being declined by his insurer when he made a claim for its theft.

Mr G is represented in his complaint, but for ease I’ll refer to him throughout.

What happened

Mr G had a motor insurance policy with an insurance company, which was arranged through Footman James as a broker.

He arranged cover for three vehicles. One of the vehicles was a premium SUV-type of higher value than the others.

Cover began in April 2024, and in January 2025 the SUV was stolen from Mr G’s property.

He made a claim from the insurer and his claim was declined. Mr G has also made a complaint against that insurer, which has reached this service. That complaint is about his claim being declined.

Mr G said Footman James’s correspondence was unclear and misleading so he didn’t understand he had 21 days to fit a tracking device (tracker) to the SUV.

Footman James said it had provided Mr G with the information he needed to decide whether to buy the policy. It didn’t think it had done anything wrong.

Mr G brought his complaint to this service. He believes Footman James has treated him unfairly and failed in their consumer duty specifically with regard to avoid causing him foreseeable harm. He says it should have corresponded with him about the 21-day requirement for fitting the tracker, and should have checked he’d done this.

Our investigator looked into his complaint and thought it wouldn’t be upheld. He thought Footman James acted fairly in how it had communicated with Mr G and the correspondence it sent him. The responsibility for the tracker was Mr G’s.

Mr G didn’t agree with the view and asked that his complaint was escalated to an ombudsman. So it’s been passed to me to review and make a final 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 read the file of evidence, I’m not upholding Mr G’s complaint. I appreciate this will be a disappointment for him, and I’ll explain why I’ve decided this.

I'll start by saying that I'm not going to respond to all of the points made in the file. But I'd like to assure both parties that I have read it all, even if I don't mention it here. This is in line with the informal approach of this service.

At the centre of his complaint is that Mr G has said he wasn't told, or it wasn't clear, that he needed to fit a tracker to his SUV.

Thinking about the first of those points, I've looked at the quote pack he was supplied, and listened to the call he made when he originally asked for the quotation. I've also listened to a second call between him and Footman James, and the pack he was sent when he went ahead with cover.

It's clear to me that Mr G knew about the requirement for the tracker because part of the conversation is about the value of the SUV against the value of one of his other cars. The SUV was required to have one fitted, the less expensive one wasn't. And this is discussed clearly and unequivocally as Mr G asks "*Do I need to fit a tracker to the [SUV]?*". His question is answered unambiguously.

The quote pack and subsequent policy documents talk about the requirement to fit the tracker, which is one of a specific type, within 21 days. I can see this mentioned several times.

I'm not going to include the relevant parts of the documents here, because there are many mentions of the tracker and 21-day requirement, and because I can see they were talked about in the view.

So, it seems to me that Mr G was reasonably told by Footman James about the requirement for a tracker, both in writing and over the phone, and I can hear him acknowledge his understanding of this.

Mr G didn't fit the tracker, and his SUV was stolen about nine months later.

The terms of the policy are clear and tell him there won't be cover under the policy if his SUV is stolen and the tracker isn't fitted. That part of his complaint relates to his claim being declined by the insurer, so I'm not going to go further into it here.

It seems to me that the main thrust of Mr G's complaint is that Footman James didn't remind him about the need to have the tracker fitted after the 21 days was over.

Mr G has also said he thinks Footman James should have reminded him under the FCA's Consumer Duty. He says he was caused foreseeable harm by it not doing so. This is a cross-cutting rule that financial businesses must avoid causing foreseeable harm to their customers

I can't see that Footman James was in contact with Mr G specially to remind him about this, but I don't reasonably think it needed to. The terms of his cover were, I think, clear, and as I've said above I think they had been communicated to him and he understood.

So, the responsibility to fit the tracker was Mr G's, and I don't think it's fair to say that Footman James bore any further responsibility to verify or check whether he'd done so. There's a comment in the file about Mr G's household insurer re-contacting him to remind him about some of the terms and conditions of its policy with him, but that doesn't mean Footman James (or indeed the car insurer) needed to have done the same.

I've thought carefully about this and I'm satisfied that Footman James has met with the

requirements of Consumer Duty in its dealings with Mr G.

So, I'm not upholding Mr G's complaint and I'm not going to ask Footman James to do anything.

My final decision

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 Mr G to accept or reject my decision before 4 December 2025.

Richard Sowden
Ombudsman