

The complaint

Mr G complains that Vertu First Investments Limited trading as Vertu Motors (“Vertu Motors”) didn’t take out a Guaranteed Asset Protection (“GAP”) insurance policy for him.

What happened

What Mr G told us:

Mr G says, at the time of buying a new car from Vertu Motors, he asked them to also take out a GAP policy on his behalf.

Just over a year later, Mr G’s car was stolen and, despite it being recovered, his motor insurer decided to write-off his car. Mr G then got in touch with Vertu Motors after he found out that a GAP policy had not been taken out.

Mr G complained that Vertu Motors did not take out the policy despite him asking them to do so and, as a result, he had been left with a financial loss as he had to pay the outstanding finance.

Mr G also complained that, during the sales process he was never offered printed paperwork to check but had to sign documents electronically. Mr G says this made things difficult as he lives with dyslexia.

What Vertu Motors said:

Vertu Motors responded and explained they use a digital sales process which includes discussing any available products with a customer for them to choose the ones they want.

Vertu Motors said the pre-sale documentation showed Mr G did not select their GAP insurance product ‘New Vehicle Replacement Insurance’ (“NVRI”), and the demands and needs document showed Mr G did select Tyre and Alloy insurance. They said this document was issued to Mr G in a digital format and he signed to confirm the information was correct.

Vertu Motors said, in addition to this, Mr G was provided with an order form which he signed to confirm it was correct, and this did not list a NVRI policy, and the total sale value did not include a cost for NVRI.

Vertu Motors said the sale process took 26 days, but Mr G never raised any concern about NVRI not being included.

What our investigator said:

Our investigator reviewed Mr G’s complaint. He thought Vertu Motors had not made any errors during the sales process and did not uphold the complaint. Mr G disagreed so the matter has come to me for a 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 have decided not to uphold the complaint. I understand Mr G will be disappointed by this but I'll explain why I have made this decision.

The evidence relating to the sales process:

The information shows the sales process took place face to face, over a series of visits Mr G made to Vertu Motors.

Vertu Motors have provided a vehicle order form, and this shows a breakdown of all items included in the sale. In a section listing all products bought by Mr G, it included 'Tyre and Alloy' cover but did not include NVRI. This document was signed by Mr G electronically.

Vertu Motors have also provided a Duty of Care document, which they say is the final document in the sales process. This document was signed electronically by Mr G and says, "*The following products are included in your purchase...*" and lists 'Tyre and Alloy' insurance policy. There is a section beside this which asked whether this product was required and this was answered 'Yes'.

It then says, "*We can also provide the following products which are not included in your purchase. Please confirm that you do not require these products...*" This section lists 'New Vehicle Replacement Insurance'. There is a section beside this which asked whether this product was required and this was answered 'No'.

I can see Mr G says his request to take out NVRI was verbal, and face to face. He says, when signing the paperwork two days before collecting his car, he specifically requested NVRI to be included. Mr G says, when completing the paperwork with the salesperson, and checking the system, he noticed the option for NVRI had not been ticked. Mr G says he raised this at the time and the salesperson then said he had amended it on his screen, and it was included.

My findings on the evidence:

The information does not show that NVRI was included in the sales documents. The order form shows what was included so this gave Mr G an opportunity to raise this with Vertu Motors if he wanted NVRI and this was missing. The duty of care document then provided Mr G with a further opportunity to discuss things with Vertu Motors. This document was clear in confirming that NVRI was not included.

Following this, I can't see Mr G then raised any concerns about not having NVRI, and it was not until Mr G's car was written-off that he got back in touch with Vertu Motors to raise an issue about NVRI not being included in the sale. Given what the documents show, the fact they have been signed by Mr G, and there being no evidence that Mr G selected NVRI, I can't say Vertu Motors have acted unreasonably here in not taking out NVRI on Mr G's behalf.

I acknowledge what Mr G has said about his instructions being verbal, and face to face. While there is no evidence of this, I have still considered Mr G's points here and decided what I think is more likely than not.

Given that Mr G did have time to check documents like the vehicle order form before the sale concluded, and he did not raise any issues about it not including the NVRI, I think it is more likely than not Mr G did not specifically ask for NVRI. I am not saying that I am absolutely certain Mr G did not ask for NVRI as the discussion took place between Mr G and the salesperson only, and there is no evidence documenting what was discussed. So,

that is why I have to decide this point on the balance of probabilities.

Given that Mr G signed the documents I have referred to, both of which do not list NVRI, and there is no evidence that Mr G raised any concerns with Vertu Motors during the sales process about this, I think it is more likely than not, and I am more persuaded, that Mr G did not ask for NVRI.

Mr G's individual needs:

Mr G says, during the sales process, he was never offered printed paperwork to check but had to sign documents electronically. Mr G says this made things difficult as he lives with dyslexia but was being rushed through the sales process. He also says he made Vertu Motors aware that he had recently had heart surgery.

Mr G has provided details of a conversation he had with the salesperson during which the salesperson discussed his personal situation. Mr G says this demonstrates an in-depth conversation did take place.

Vertu Motors say they have no record of Mr G making them aware, during the sales process, that he has dyslexia.

My findings on the evidence:

I do not doubt Mr G may have had a discussion about the salesperson's personal situation, but this, in itself, does not prove that Mr G made the salesperson aware of his dyslexia.

It is clear the sales documents were signed electronically – and both documents note, "*Customer was present*". I think, being present at Vertu Motors at the time, this would have given Mr G an opportunity to raise any issues if he was not clear on what the documents were or was unsure about any information in them.

There is no evidence that Mr G made the salesperson aware of his dyslexia or that he needed Vertu Motors to make any adjustments when communicating with him. That being the case, I can't say Vertu Motors have acted unreasonably in their communications with Mr G during the sales process.

I wish to reassure Mr G I've read and considered everything he has sent in, but if I have not mentioned a particular point or piece of evidence, it is not because I have not seen it or thought about it. It is just that I do not feel I need to reference it to explain my decision. This is not intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 March 2026.

Paviter Dhaddy
Ombudsman