

## **The complaint**

Mr R, a sole trader, complains A-Plan Holdings mis-sold him a tradesman's insurance policy.

## **What happened**

In 2017 Mr R took out tradesman's insurance through A-Plan. During the fact find call he said he operated as a sole trader builder. The adviser queried aspects of his work including the maximum height he operated at when working on a roof. A-Plan recommended a policy to Mr R which he renewed in subsequent years.

During a call to discuss renewal in January 2025 the adviser queried exactly what work Mr R carried out. He explained that included all aspects of building such as roofing, walling, bathrooms and kitchens. The adviser said this policy wouldn't cover Mr R for roofing or other work carried out in isolation (where it didn't form part of a bigger building project). Mr R said in that case the policy had been mis-sold because it didn't provide the cover he needed.

A-Plan said in 2017 Mr R was asked whether he undertook any unusual activities not normally associated with his trade. It didn't think the information he provided should have prompted it to ask further questions and Mr R confirmed at subsequent renewals there had been no change to his business activity. He was under an obligation to make a fair presentation of risk and it was only in 2025 he told it he carried out roofing, plumbing and other work in isolation. It offered to pay him £400 as a gesture of goodwill.

Our investigator thought A-Plan should have done more to establish what work Mr R carried out when it first discussed the policy with him in 2017. And based on the information it provided him with she didn't think it was unreasonable of Mr R to think that, for example, roof work in isolation would be covered by the description 'builder'. She didn't think A-Plan had recommended a policy that was suitable for his needs. She said it should refund the premiums he'd paid (plus interest).

A-Plan didn't agree. It said the requirement to make a fair presentation of risk had been clearly communicated to Mr R and it didn't accept his work as a building contractor would extend to the separate trades of plumbing, roofing or driveways. And when discussing this with him in 2017 it had checked he didn't undertake other types of work (and gave him an example relating to electrical work). It maintained that the other information he provided shouldn't have led it to ask further questions. In any case the policy did provide cover for Mr R's building activities and would have responded in the event of a claim relating to that. It didn't consider a refund of premiums was appropriate.

I issued a provisional decision on the complaint last month. In summary I said:

*It's agreed A-Plan recommended this policy to Mr R and he took out the cover on an advised basis. For an advised sale the relevant rules say "a firm must take reasonable care to ensure the suitability of its advice for any customer who is entitled to rely upon its judgment". And A-Plan's terms of business say "before commencing negotiations with insurers, we look to establish a proper understanding of your insurance requirements". I've also taken into account the requirements of the Insurance Act 2015 which require Mr R to make a fair presentation of risk when taking out this policy (and which was referenced in his calls with A-Plan and in the documentation he was sent).*

*I've listened to calls between Mr R and A-Plan and in particular a 2017 call in which it carried out a fact find to establish his needs. In that Mr R said he carried out general building work on properties. And there was a specific conversation over height requirements when he was working on a roof. Subsequently there was further discussion of roofing work when Mr R described the risk assessments he carried out when doing so.*

*A-Plan says there was nothing that should have led it to question further the work Mr R was carrying out. I recognise the figures he provided for turnover might not have prompted it to do so but it was clearly aware he did carry out roofing work and there was specific discussion about that. I think that should have prompted A-Plan to query what the nature of that work was. In fact that's what it did (based on the same information) when it discussed renewal terms with him in January 2025.*

*I've thought about whether, regardless of that, Mr R should have disclosed more information about the work he carried out to A-Plan. I don't think he reasonably should have done. I think it's clear Mr R considered his roofing work fell within his building activity. I understand that for insurance purposes work solely as a roofer wouldn't be covered by that. But without further information that isn't something Mr R would know.*

*During the call A-Plan did ask whether Mr R undertook any work in isolation not normally associated with his trade. He didn't know what that meant and queried this. In response A-Plan gave an example of where a builder would also be carrying out electrical work. I don't think that would reasonably have prompted Mr R to provide further details of the roofing activity he carried out. Carrying out electrical work is a specialist trade that that would likely require separate registration with an appropriate scheme. I'm not satisfied there was further information Mr R should have disclosed in response to the questions A-Plan asked him.*

*So I think there were failings in the steps A-Plan took to assess the suitability of this policy for Mr R. I've therefore gone on to consider whether that meant it recommended a policy that wasn't suitable for his needs. I think it's clear (given what his insurer has said) that this policy wouldn't have covered him for roofing work he carried out in isolation (so where that was the sole activity he was engaged in). But it would have provided cover where that or other work formed part of a bigger project (for example a house extension) and the other activity could reasonably be said to form part of that general building work.*

*Mr R told us that when taking out this policy he regarded all of the work he was carrying out as general building work in line with his trade. And he wasn't able to estimate what proportion of that solely related to roofing or plumbing work on its own. He said that could change frequently depending on customer requirements and varied from year to year.*

*If this policy had been wholly unsuitable for Mr R and one from which he could never have derived any benefit I'd likely agree a refund of premiums was appropriate. But based on the information Mr R has provided it does appear the policy would have covered him for a reasonably significant amount of the work he did (general building work).*

*I appreciate it wouldn't have provided cover for some aspects of that so there were gaps. And if a claim had been made and Mr R didn't have cover as a result of what A-Plan got wrong I would expect it to take steps to ensure he wasn't disadvantaged by that. But as that hasn't happened there doesn't appear to be any financial loss to Mr R. In fact cover for any roofing work he undertook in isolation would likely have required a more specialist policy (at increased cost) which he hasn't paid for since 2017. For the reasons I've explained I don't consider that a refund of the premiums he did pay for this policy is appropriate.*

*I do accept Mr R will have been caused understandable distress and inconvenience on learning that cover he believed to be in place wasn't. And he's had to put avoidable time and trouble into resolving this issue. However, A-Plan has already offered to pay him £400. Taking into account that no claim has been made on this policy I think that is a reasonable way of recognising the impact on Mr R of what it got wrong (including any customer service issues in its calls with him). I don't think there's more it needs to do to put things right.*

### **Responses to my provisional decision**

Mr R provided further information on the type of work he carried out. He said every year since 2017 he'd conducted roof work in isolation. The proportion varied between 20% in some years to 70% in others. He continued to feel he'd been mis-sold this policy and had been at risk because it didn't provide cover for his roof work. If he'd known that wasn't covered he'd have taken out a different policy; A-Plan had now quoted for insurance that would cover this for which the premium wasn't much more than he was currently paying. He thought a refund of premiums was appropriate for all the years he'd paid.

So I need to reach 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.

I've considered the information Mr R has provided about the work he does but that doesn't change my position on his complaint. I've already concluded there were failings in the steps A-Plan took to assess the suitability of this policy for him. And I explained in my provisional decision that if this policy had been wholly unsuitable for him and one from which he could never have derived any benefit I'd likely agree a refund of premiums was appropriate.

But that wasn't the case. Mr R has now confirmed that for some years roofing work in isolation only comprised a relatively small percentage of his work. I appreciate it was significantly higher in other years but even then he still carried out a substantial proportion of general building work which this policy would have covered.

I accept if properly advised Mr R might have taken out a policy that would have covered roofing work in isolation. But he's acknowledged the cost of that is more than his current policy. And he hasn't paid for that cover from 2017. So I don't think there is a financial loss to him here. Mr R is concerned about risk if a claim had been made relating to roofing work. But if that had happened and he didn't have cover as a result of what A-Plan got wrong I would have expected it to take steps to ensure he wasn't disadvantaged by that. It remains my view that a refund of premiums isn't appropriate in this case.

Mr R will have been caused distress and inconvenience by what A-Plan got wrong and has been put to avoidable time and trouble in resolving the issue. But I think the £400 A-Plan has already offered does enough to recognise the impact on him of what it got wrong.

**My final decision**

A-Plan Holdings has already made an offer to pay £400 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that A-Plan Holdings should pay Mr R £400.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 6 February 2026.

James Park  
**Ombudsman**