

## **The complaint**

Mr S complains that Top 100 Limited mis-sold a SMART Insurance policy.

## **What happened**

In November 2022 Top 100 sold Mr S a SMART policy when also selling him a car. The policy provided cover to repair minor dents and scratches to the car.

In August 2025 the SMART policy administrator told Mr S that he had reached his policy cover limit of £3,000, meaning no more claims would be covered. Mr S said he was unaware of this limit as Top 100 told him he could make as many claims as he wanted. So he thinks Top 100 mis-sold him the policy.

Mr S brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. She didn't think Top 100 needed to take any further action.

Mr S didn't agree so the complaint's been passed to me to determine.

## **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.

When doing so I've taken into account relevant law and regulations, regulator's rules, principles, guidance, standards and codes of practice. I've also considered everything Mr S has told us. However, in this decision I don't intend to refer to every issue that Mr S has raised. Instead I will focus on the key point at the heart of his complaint and the reasons for my decision.

Mr S said that, when selling the policy, Top 100 told him he could make as many claims as he liked, when it transpires that there are limits to the number of claims that can be made. So he believes it mis-sold the policy. Clearly I wasn't there at the time of the sale. So I can't say with any certainty what was or wasn't discussed between the dealer and Mr S. However, I have seen the sales schedule which confirms that the policy was sold to Mr S and which clearly shows that the policy has a limit of £3,000. So, I don't agree, as Mr S has argued, that the sum was somehow hidden within the policy's small print.

And given that the limit is clearly stated and fairly prominent I find it unlikely that Top 100 would have told Mr S he could make as many claims as he liked while also providing him with documents which made it clear that wasn't the case. So on the balance of probabilities I find that Top 100 did not mislead Mr S into believing that he could make unlimited claims against the policy.

In response to our Investigator's complaint assessment Mr S has argued that Top 100 has breached its responsibilities under the Consumer Duty or the FCA's principles. I've thought about this very carefully but I don't agree that's the case. Mr S has signed the sales schedule to confirm that Top 100 had provided him with the policy documents and that he was aware of the product benefits and limitation. And I've seen no evidence, beyond Mr S's comments, that the information Top 100 gave him when selling the policy was unclear, unfair or misleading.

It follows that I'm satisfied Top 100 did not mis-sell the SMART policy to Mr S.

Mr S has also said that the repairer told him he could make as many claims as he wanted. He said this indicates a lack of knowledge of the product. However, the repairer did not sell the policy to Mr S. So any lack of knowledge on the repairer's part is not an indication that the policy was mis-sold.

### **My final decision**

For the reasons set out above I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 March 2026.

Joe Scott  
**Ombudsman**