

## **complaint**

Mr B is unhappy that when he bought his mobile phone insurance Policy Administration Services Ltd ("PAS") didn't tell him that his policy didn't cover loss.

## **background**

Mr B bought his mobile phone and insurance at the same time in a phone store. A few months later he lost his phone and made a claim. The insurer didn't pay the claim as Mr B's policy didn't cover him for loss or theft.

Mr B complained to PAS. PAS' notes say Mr B told it he wouldn't have taken out the policy if he had known there was no cover for loss and theft. PAS asked Mr B what he was told by the sales agent at the sale of the policy. Mr B said that he is dyslexic and has mental health problems and couldn't remember anything about the sale. He had not told the sales agent as it was personal. He had assumed he was covered for everything. PAS also asked Mr B whether he read any of the policy documents emailed to him and Mr B said that he rarely reads his emails.

PAS looked into Mr B's complaint and didn't agree that the policy had been mis-sold. It said when the policy was sold Mr B had signed a document which clearly showed the policy didn't cover loss or theft. Shortly after the sale the policy documents which also made this clear had been emailed to him. Mr B referred his complaint to this service.

Our adjudicator didn't think the policy had been mis-sold as the documents Mr B signed at the sale and sent to him soon after were very clear that loss or theft wasn't covered.

Mr B didn't agree. He told the adjudicator he thought he was signing a mobile phone contract and when the sales agent gave him the policy summary she/he put his phone on top so he didn't see the front cover.

## **my findings**

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Mr B will see that in this decision I have referred to PAS as being the business, whereas the adjudicator's letter to him referred to the insurer. The adjudicator and I have looked at the same evidence but as PAS has accepted responsibility for the sale it is the correct business for this decision. This has not affected the outcome of my decision. PAS has dealt with the complaint throughout and seen the adjudicator's view. It has no other comments for me to take into account before I make my decision.

When the policy was sold Mr B was asked to sign a document headed 'insurance registration' that was a policy summary. Next to the place for Mr B's signature it says in type much larger than the rest of the document "I understand that (the policy) does not cover my phone for loss or theft". Mr B has signed next to those words. So I think it's very likely that when Mr B signed the document he saw that information. Mr B was also given a list with bullet points of important things the policy did and didn't cover. I have also seen the letter and documents PAS sent to Mr B a few days after the sale. These all clearly say that loss and theft isn't covered.

Mr B says he has dyslexia and so even though the documents are very clear he may have had difficulty reading the information. But he did not tell the sales agent and neither she/he nor PAS were able to take that into account when giving Mr B the information about the policy.

PAS has said that the sales agent must explain the level of policy cover when selling the policy. Mr B would have been taken through the bullet point list with the sales agent ticking the items as each point is discussed. I've seen the list for the sale of Mr B's policy and each item is ticked. One of those items is that loss and theft is not covered. I think it's very likely that the sales agent did discuss this with Mr B. As he told PAS that he couldn't remember what happened when the policy was sold it appears that he has forgotten he was told loss and theft wasn't covered.

PAS has done what it reasonably could to inform Mr B that the policy didn't cover loss or theft and the policy was not mis-sold to him.

### **my final decision**

I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 April 2015.

Nicola Sisk  
**ombudsman**