

## **complaint**

Mr D complains he was mis-sold an identity protection policy by Motorfile Ltd in February 2012 because he believes he could have had credit expert membership without taking out the insurance which was not made clear to him at the point of sale. He also complains he was not provided with a copy of the identity protection policy summary and says he would have queried the need to have the policy if he had been provided with this.

## **background**

Mr D took out credit expert membership along with an identity protection policy over the internet in February 2012. He says he tried to opt out of the insurance but could not see a way of doing this although he now knows he could have had the membership without it. He says he should therefore be refunded the premiums he has paid for the identity protection policy together with interest. He also says he was not provided with the policy summary and that had he been, he would have queried with Motorfile whether he could opt out of the insurance.

Motorfile responded saying the identity protection policy was not an optional part of the service Mr D had signed up to and could only be cancelled by cancelling the whole membership. It provided screenshots of what a customer would see when taking out credit expert membership online which showed the policy summary and terms and conditions being provided and also provided an example welcome email which had these attached.

The adjudicator did not recommend the complaint be upheld. She was satisfied that although the identity protection policy summary and the terms and conditions of the credit expert membership could have been worded more clearly, the policy was not an optional part of the membership. She was also not persuaded Mr D would have cancelled the insurance if he had been sent the policy summary.

Mr D did not agree. He maintained that whatever Motorfile says, the cancellation rights in the policy summary make it clear that the identity protection policy is optional and the fact the insurance premium is set out separately in the cost of the membership supports this. He also maintained he would have tried to cancel the insurance if he had been sent the policy summary and would not have accepted being told this was not possible.

## **my findings**

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

Motorfile has provided the identity protection policy summary that would have been in place at the time Mr D took out the credit expert membership. This does include cancellation rights that read as though the insurance can be cancelled without cancelling the whole membership.

However, it has also provided the credit expert membership terms and conditions that would have been in place at the time. Although these are slightly unclear as they say the identity protection policy “*may*” form part of the credit expert membership, they go on to say at 8.8.2 that “*If you cancel your Identity Protection Insurance then we will treat this as also being a cancellation of the [credit expert membership] through which you obtain Identity Protection Insurance*”.

Mr D says he is complaining about the identity protection policy being mis-sold to him and so only that policy summary should be referred to, but I cannot take that in isolation and ignore the credit expert membership terms and conditions. Similarly, I cannot ignore the fact that Motorfile says the identity protection policy is not an optional part of the credit expert membership and any lack of clarity was because it had standardised the terms and conditions of various products.

Mr D has questioned why the insurance premium is set out separately in the total cost of the membership if the products cannot be separated on request and I accept that setting the cost out in this way might make the products appear as though they can be separated. However, it is up to the seller to decide how to package the products it sells and to decide what products it is prepared to sell as standalone products and what products it will only sell in a package.

In light of all the available evidence, I am satisfied the identity protection policy was not an optional part of the credit expert membership Mr D took out.

However, Mr D also complains he was not provided with the identity protection policy summary and says if he had been, the wording of it would have caused him to ask to cancel the policy sooner.

Motorfile says Mr D would have seen both the policy summary and the credit expert membership terms and conditions at the point of sale and has provided screenshots as evidence of this. Mr D acknowledges he must have “skim read” some general terms but says he does not remember it being clear that the identity protection policy was separate. Mr D’s memories of what he would have seen at the point of sale have understandably faded over time and in the circumstances, I am persuaded it is most likely the screenshots Motorfile has provided are what Mr D would have seen. I note these do set out the insurance separately.

Motorfile also says Mr D would have been sent these with a welcome email and has provided a sample welcome email as well as an audit trail of an email being sent – although its records show this as unopened. Mr D says he did receive a welcome email which he has provided to this service but I note the email Mr D received does not match the version Motorfile provided and does not include the policy summary or the credit expert membership terms and conditions. It therefore seems Mr D may not have been sent these. However, I still need to consider whether that shortcoming caused Mr D any loss.

Mr D says he would have asked to cancel the identity protection policy if he had received the policy summary because that includes cancellation rights that only seem to apply to the policy. I accept he may have done this, but – and although I know this will come as a disappointment to Mr D – I cannot safely conclude it is more likely than not that he would have. I say this for two main reasons.

The first is that it seems as though Mr D was provided with an onscreen policy summary as part of the application process and the screenshots of the customer journey through the application show he would have had to have ticked a box to confirm he had read this. I note he did not query the cancellation provisions at that point which either suggests he did not read the policy summary or he did but those cancellation rights did not lead him to contact Motorfile. Secondly, as Mr D acknowledges he probably only skim read what he was provided at the point of sale, it seems unlikely to me that he would have done anything more with the policy summary even if he was sent it.

**my final decision**

For the reasons outlined above, my final decision is that I do not uphold this complaint and I make no award against Motorfile Ltd.

Laura Layfield  
**ombudsman**