

## The complaint

Ms C complains about Uinsure Limited's (Uinsure) handling of her landlord insurance policy renewal.

## What happened

The background of this complaint is known in detail to the parties involved so below is a summary of the key points.

- Ms C purchased a landlord buildings and contents insurance policy through a broker
   Uinsure. She received a renewal quote for this policy that was significantly higher than the previous year. Ms C contacted Uinsure to question why this had happened.
- Ms C says she wasn't provided with answers to her questions but was offered an alternative policy which cost *less* than the previous year which she accepted.
- Ms C complained to Uinsure that it had tried to rip her off by offering her a more expensive policy when a cheaper one was available to her.
- Uinsure didn't uphold Ms C's complaint. It said she'd been given sufficient time to review the renewal quote before any payment was taken and on receipt of her call Uinsure found her a policy at a lower premium. So it didn't think she'd suffered any detriment. Ms C brought her complaint to this service.
- The investigator considered the complaint but had limited information when doing so as Uinsure didn't respond to requests for its file.
- On balance of the information available, the investigator accepted a mistake had been made by Uinsure during the renewal process and so considered the impact this had on Ms C.
- They found Ms C had spent time on the phone sorting the matter and said she'd received a poor customer service. So they awarded £50 for the distress and inconvenience caused.
- Ms C disagreed with the investigator's findings, so the complaint has been passed to me to make 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.

- Uinsure is a broker. On its website it says it works with leading insurers all competing to deliver the best price for the client.
- So it's not unreasonable that Ms C most likely expected that upon renewal, Uinsure would present her with the best priced policy from one of these insurers that met her needs. But on balance of what I've seen, this doesn't seem to have happened.
- I say this because when Ms C called Uinsure to guery the higher premium policy she

- was being offered at renewal; she was immediately able to get an alternative policy through Uinsure priced at a significantly lower amount.
- So it's understandable Ms C is questioning why this cheaper policy wasn't presented to her in the first instance and her trust in Uinsure and its practices have been affected as a result.
- Uinsure hasn't provided an explanation for this to either Ms C or this Service. I have
  to therefore base my decision on balance of the limited information that is available in
  this case.
- From what I've seen, I think it's more likely than not an error occurred during
  Uinsure's handling of Ms C's renewal, resulting in her initially receiving a policy
  priced significantly higher than what seemed to be available.
- Without a response from Uinsure, I don't know why this happened, but I can still
  consider the impact this had on Ms C to decide this complaint.
- I understand Ms C immediately contacted Uinsure on receipt of the renewal letter and spent around an hour on the phone with it before Uinsure offered her a policy at a price she deemed to be reasonable and accepted.
- So while it was inconvenient this wasn't offered in the first instance and without her
  having to call, it was rectified relatively quickly and Ms C now has a policy that she's
  satisfied with. And no payments for the higher premium were ever taken.
- So the detriment I can see in this case is the time Ms C had to spend on the phone
  dealing with what she says was poor customer service and also the initial shock of a
  significant increase to her premiums.
- I'm satisfied £50 compensation fairly recognises the distress and inconvenience Ms C says this caused. So this is what I direct Uinsure to pay to Ms C.
- I've considered all of Ms C's comments including the points that Uinsure has failed to provide an explanation for its actions and that £50 compensation is not an incentive for them to comply with regulatory rules.
- While it's disappointing Uinsure hasn't responded to us, I'm satisfied I've still been able to fairly consider the case on balance of the information that is available, which is within my power to do given the informal nature of our role.
- Awards for compensation made by this service are not intended to punish or fine a business. That's not our role as has been previously explained to Ms C.
- The award I'm making in this case takes into consideration any detriment caused to Ms C because of Uinsure's actions and the impact this had on her. And for the reasons explained above I think £50 compensation for this is fair.

## My final decision

For the reasons set out above, my final decision is that I uphold this complaint and direct Uinsure Limited to pay Ms C £50 compensation for the distress and inconvenience caused in this case.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 12 January 2023.

Rosie Osuji Ombudsman