

The complaint

Mr G complains that Trinity Insurance Services Limited (Trinity) didn't tell him that he no longer had an insurance policy in place for his military kit and personal belongings.

What happened

Mr G purchased an insurance policy for his military kit and personal belongings via Trinity, acting as a broker, in February 2018.

In March 2022 Mr G's television was damaged, and he attempted to make a claim directly with the insurer, but they said Mr G didn't have a policy in force. So, Mr G contacted his broker, Trinity.

Trinity said Mr G hadn't had an insurance policy in place since 2019, and he hadn't paid any premiums for cover since then. They also said his policy wouldn't have covered his contents in any event, so even if there was a policy in place, he wouldn't have been able to claim for his TV.

Mr G says Trinity didn't tell him he no longer had an insurance policy in place. He also said he should have had cover in place for contents. Trinity said they wrote to Mr G on 21 March 2019 to tell him he no longer had a policy - but Mr G says he didn't receive any notification from Trinity.

As Mr G remained unhappy, he approached this service.

Our investigator looked into things, but he didn't uphold the complaint. He said he was satisfied Trinity had told Mr G in March 2019 that he no longer had an insurance policy, and it didn't cover his contents in any event.

Mr G didn't agree and asked for a final decision from an ombudsman.

I reached a slightly different outcome to our investigator. Therefore, I issued a provisional decision to give both parties an opportunity to comment on my provisional findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

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

I’m minded to reach a slightly different outcome in part to our investigator. Therefore, I’m issuing a provisional decision, to give both parties an opportunity to comment on my provisional findings before I reach my final decision.

Mr G first took an insurance policy via Trinity in February 2018, which ran for a year. On 23 February 2019, Mr G’s policy was due for renewal.

When considering Mr G’s complaint, our investigator said that the policy was cancelled for non-payment, and Mr G was notified of this. Our investigator took into account a copy of correspondence Trinity sent to Mr G on 21 March 2019 which said:

“Thank you for your recent communication confirming cancellation of the above policy.

We are delighted to have been of service to your and we are sorry to lose your custom.”

Mr G disputes he cancelled his policy. But Trinity also doesn’t argue that the policy was cancelled by Mr G – despite what the cancellation letter said. Instead, from communication with this service, Trinity says the policy renewal didn’t continue, due to no payment being received from Mr G for his renewal from 2019 onwards. And no premiums have been paid since.

I asked our investigator to obtain some further information from Trinity about what happened around the renewal, including any correspondence sent to Mr G at the time.

I’ve seen the renewal documents Mr G was sent on 23 February 2019. However, I think they were unclear in the next steps for Mr G to take to renew his policy. I say this because these outline - and I’ve left the typos and missing words/numbers throughout:

“Your annual premium for the forthcoming year is will be £83.47, inclusive of Insurance Premiums Tax (if applicable) and collected by direct debit we already hold for you on the firsh working day of every month. You should note that this premium includes a £2.25 monthly administration fee. To refresh your memory your monthly premium last year was £As you paid by credit or debit card last year you will need to contact us if you wish to continue with this insurance policy. You have been with us for 1 years. You may be able to get the insurance cover you want at a better price if you shop round. However, please be careful when comparing policy details that you are covered for your military lifestyle, that is what makes our products special for you. To refresh your memory your monthly payment last year was £4.36, inclusive of Insurance Premium Tax.”

The renewal document concludes with:

"Customers who do not pay by direct debit

Your cover does not renew automatically if you've not previously paid by direct debit. You need to contact us on (number) prior to the renewal date to ensure cover continues. We can then take your payment over the phone, No charges apply for payments by credit or debit card.

Alternatively, if you wish to now pay by direct debit we would be happy to arrange this. For further details please contact us prior to the renewal date on (number)."

So, from this, I think the next steps for Mr G were unclear. The documents make reference to both Mr G paying by direct debit monthly and saying Trinity would continue to take payments using the details held, to paying annually, and he did need to contact Trinity to renew - in the same paragraph. And the conflicting information could have led Mr G to believe he had cover in place from renewal and he didn't need to do anything.

Trinity has also provided a second set of documents, dated 13 March 2019 - post renewal date of 23 February 2019. These appear similar to the original renewal documents, but the next steps are equally unclear- again I've left the typos and missing numbers:

"Your Annual premium for the forthcoming year is will be £, inclusive of Insurance Premium Tax (if applicable) and collected by direct debit using the bank details we already hold on the firsh working day of every month. You should note that this premium includes a £2.25 monthly administration fee. To refresh your memory your monthly premium last year was £As you paid by credit or debit card last year you will need to contact us if you wish to continue with this insurance policy, 4.36, inclusive of Insurance Premium Tax."

In my view, this second document, dated after the renewal date, was equally unclear about next steps to renew. But I also note that Trinity hasn't actually been able to provide screen logs that this second document was sent.

So, I can't see with certainty that this second letter was sent, but even if it was, it wasn't clear that the renewal date had already actually passed and overdue premiums for the renewal hadn't been received. Instead, it looked similar to the first renewal notice (and equally unclear about next steps) - around three weeks after the policy renewal date.

But as I say, Trinity haven't evidenced this letter was sent so I can't say for certain that it was. Instead, based on the information Trinity has provided, they've only demonstrated they sent a renewal invite (which as I've outlined above was unclear on next steps), and a cancellation letter (which didn't actually reflect what had happened here). So, I don't think the information Mr G was given was clear in what was happening, what he needed to do - such as pay for the policy or how, that Trinity hadn't been able to collect the premiums, or that this resulted in the policy ending.

Mr G also disputes receiving the (incorrectly worded) cancellation letter in 2019 so he says he wasn't aware his policy had ended. However, Trinity has shown this was sent, so I'm not able to hold them responsible for this not being received by Mr G.

I do also have to consider that Mr G didn't pay premiums since 2019, even if he did think he had a policy in place 2019-2020. He also didn't receive any documents for the policy in 2020, 2021 or 2022 - or pay any premiums for it in that time. Mr G says he had some insurance premiums coming out during this period, but they may have been for a separate critical illness policy - but he didn't query this with Trinity or the fact he hadn't received policy documents for several years.

But in any event, regardless of the above, Mr G's policy didn't cover his contents items (and wouldn't have even if he had renewed it in 2019). Mr G says this is essential cover that he would have taken, but having looked at the renewal documents, this covered Mr G's military kit, his valuables and personal possessions (items taken outside the home) - but not his general contents. The schedule from 2019 reflects this in the cover level against contents, where £0 is listed.

So although Mr G may have been sent unclear renewal documents about what would happen at renewal, even if I accept they were clear and/or Mr G did actually renew his policy (and had done so in the following years), he wouldn't have been covered for what has happened here in any event. So, I'm not minded to direct Trinity to pay Mr G the equivalent of the value of the TV as if he did have a policy in place with the insurer, as it would never have been covered, regardless of what happened leading up to that point.

However, as I say, Mr G has been given conflicting information by Trinity and this includes how to renew his policy, and what actually happened here which resulted in the policy then ending. And he has needed to contact Trinity, and other parties including his bank and the previous insurer, a number of times to try to establish what had happened which led to his policy ending – but he has been given conflicting and unclear information about this by Trinity. Whilst I don't think Trinity needs to cover the cost of the TV (as this would never have been covered), I think they should compensate Mr G £50 for the additional upset, inconvenience and confusion that has been caused.”

Therefore, I was minded to uphold the complaint in part and to direct Trinity to pay Mr G £50 compensation.

The responses to my provisional decision

Trinity responded and accepted my provisional decision.

Mr G responded but he didn't agree. He said that when he first took out the policy, the policy documents he was sent were blank. Mr G also maintains that his contents were covered and any documents Trinity have provided saying it wasn't covered aren't true. Mr G says there were no issues with his bank, he wasn't sent a cancellation letter and he says Trinity aren't telling the truth.

Mr G also said the insurer previously paid for a damaged tablet computer.

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.

And I've thought carefully about the conclusions I came to in my provisional decision. Having done so, and whilst I appreciate it'll come as a disappointment to Mr G, my final decision remains the same as my provisional decision, and for the same reasons.

Mr G has said he was sent blank documents in 2018 when he took out the policy. However, given Mr G had purchased an insurance policy, which he says is key for his occupation, if he didn't receive documents it may have been reasonable for Mr G to contact Trinity to ask for another copy to be sent so he could make sure the cover was what he needed.

Whilst I also acknowledge Mr G's comments that the documents provided by Trinity aren't true, I don't have any evidence to support these documents are incorrect. As I mentioned in my provisional decision, these outlined cover for military kit, valuables and personal possessions (outside the home). Mr G hasn't provided any alternative documents or evidence to support that his general contents were covered, instead the only documents I have been provided show contents to have £0 cover.

In any event, even if the policy did cover general contents in 2018 (which I don't agree has been shown by Mr G), the fact remains that Mr G hasn't had any cover in place since the policy ended in 2019. So, a claim for his TV in 2022 wouldn't have been covered, even if his originally policy did include contents within the home cover, as he hasn't had a policy in force (or paid for one) for several years.

Whilst Mr G has said he didn't receive the cancellation letters or other documents in 2019, I talked about the documents and the evidence provided to support they were sent in my provisional decision. I also commented on the clarity of the wording used in the documents. And my views on these points remain the same.

I note Mr G has said the insurer paid for a previous tablet computer. However, this complaint is about Trinity acting as a broker, rather than the insurer itself. So, I can't comment on any previous claims made or paid by the insurer in 2018. However, what I would note here is that whilst the policy documents provided don't demonstrate Mr G had contents cover – which is items within the home - they do show he had cover for personal possessions. This covers small electronic equipment, which specifically lists tablets, worldwide. So, having contents cover in the home wouldn't be necessary for a portable tablet computer to be covered, and Mr G's policy documents show he had this cover previously, prior to the policy ending.

Even so, the fact remains that Mr G hasn't had a policy in place since the 2018-2019 policy. He hasn't paid any premiums since this time, and he wasn't sent any documents or communication from Trinity to say he was covered since then. But Mr G didn't query this with Trinity in the years 2019, 2020, 2021 or 2022.

In my provisional decision I said that I thought it would be fair and reasonable for Trinity to compensate Mr G £50 and explained the reasons for this. My thoughts on this and the reasons haven't changed. So, I'll be directing Trinity to compensate Mr G £50 for the additional upset, inconvenience and confusion caused.

My final decision

It's my final decision that I uphold this complaint in part and direct Trinity Insurance Services Limited to:

- Pay Mr G £50 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 31 January 2023.

Callum Milne
Ombudsman