

The complaint

Ms K has complained about the level of information she was provided by esure Insurance Limited (esure) about burglar alarm requirements under a home insurance policy.

What happened

Ms K took out a policy with esure. A while later, Ms K was reviewing the documents and found a requirement for a burglar alarm that alerted the police, which she didn't have. She raised this with esure. When esure sent the renewal documents, these also had this requirement. Ms K continued to try and resolve the issue with esure. However, about a week before the policy was due to renew, esure said it wouldn't be able to renew the policy, as it didn't offer cover in Ms K's circumstances. So, Ms K had to find a new policy before her esure policy expired.

Ms K complained to esure and confirmed she didn't want the policy to renew. She also requested transcripts of phone calls to esure to see what she had been asked, as she didn't think she had been told about the alarm requirements. She was also concerned about how the cancellation might have been recorded.

esure partially responded to the complaint. It confirmed it would cancel the policy renewal, provide a refund and there would be no charges. But said it would forward some details to a senior complaints handler, including the request for call transcripts

Ms K complained to this service. Our investigator upheld the complaint in part. She said the alarm requirements were clear in the documents. esure had also agreed to honour the remaining period of the policy up to the renewal date, which was fair. It also seemed to have cancelled the policy as though it had been at Ms K's request. However, it had cancelled the policy quite late and hadn't provided evidence of what was discussed in the calls, as requested by Ms K. So, she said esure should pay Ms K £100 compensation because it had caused her distress and inconvenience by not properly addressing her concerns in full.

As esure didn't respond, the complaint was referred to me.

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.

Having done so, I uphold this complaint in part. I will explain why.

I've looked at the policy documents. These explained the requirement to check the policy documents carefully and, in my view, clearly explained the burglar alarm requirements. When Ms K later read this wording, she contacted esure because she didn't have the type of alarm set-up required, including it alerting the police.

Ms K has said she didn't think she had been asked about this when she had spoken to esure about the policy, which is why she wanted to know specifically what was discussed in the

calls. From what I can see, when esure responded to the complaint, it escalated that issue to a more senior person to consider. However, I haven't seen evidence it then responded to this issue. It also didn't provide this service with evidence of what was discussed. So, in my view, I'm unable to say esure asked the correct questions and recorded the information accurately when it discussed the policy with her.

esure later told Ms K it wouldn't be able to renew the policy. It said it would allow the policy to run to renewal date and refunded the payment and without any cancellation charges, which I think was fair. However, it did this not long before the policy was due to renew and a couple of months after Ms K first raised her concerns about the wording of the policy. So, I think this caused Ms K some unnecessary inconvenience.

Ms K was also concerned about how esure recorded the policy cancellation in case it looked like esure had cancelled the policy, which would need to be declared to other insurers. When esure responded to the complaint, it said it had cancelled the renewal for Ms K, would refund the full premiums and there would be no charges. So, from what I've seen esure cancelled the policy as though it was at the request of Ms K and the actions it described to Ms K were in line with this. I haven't seen any evidence esure recorded the cancellation in a way that would have a negative impact on Ms K or that it needs to do anything further in relation to this part of the complaint.

Looking at the full circumstances of this complaint, I think esure could have responded to Ms K's concerns more fully and caused her distress and concern by not doing so. As a result, I think esure should pay Ms K £100 compensation to recognise this.

Putting things right

esure should pay Ms K £100 compensation.

My final decision

For the reasons I have given, it is my final decision that I uphold this complaint. I require esure Insurance Limited to pay Ms K £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 11 December 2023.

Louise O'Sullivan
Ombudsman