

The complaint

Mr M complains about how U K Insurance Limited ["UKI"] handled a claim he made under his Landlord insurance policy following a leak at a property he owns.

What happened

The background to this complaint is well known to the parties so I've provided a summary here.

- Mr M owns a number of properties which are rented to tenants. He has a UKI landlord policy which provides cover for various risks related to the properties including landlord emergency cover. Administration of this cover, including claims handling, is delegated to an agent – which I'll refer to as D – and dealt with by it on UKI's behalf.
- One of Mr M's properties experienced a leak and he contacted D to make a claim but it was unable to find details of the insured property in its records and, as it was out of hours, was unable to check with UKI. So Mr M wasn't able to get the help he needed at that time.
- He was unable to pursue the issue until UKI reopened on the following Monday and he says it took six phone calls before a plumber was sent out to resolve the leak.
- Mr M was unhappy with this particularly as a similar thing had happened previously when one of the properties experienced an electrical problem, so he complained to UKI. It issued a final response and said D was at fault for not having Mr M's properties on its records and he should raise his concerns with D instead. It didn't think it had done anything wrong.
- Mr M raised a complaint with this Service. Our Investigator considered the evidence and said that, while D administered the policy and claims handling for UKI, UKI was still responsible for the claim and related complaint about its agent's actions. She awarded £200 compensation for the poor service Mr M had received. But she said Mr M had had the benefit of the cover under the policy, albeit he had experienced problems when trying to make a claim, and so she didn't think a refund of the premiums was appropriate.
- Mr M accepted her findings but UKI disagreed and reiterated its view that it had done nothing wrong and fault lay with D. So the complaint has come to me for an Ombudsman's 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.

- The rules that govern complaint handling, the Financial Conduct Authority's Dispute

Resolution rules (DISP), require complainants to be customers of the business they're complaining about. In this case, the insurance policy is a contract between the policy underwriter, UKI, and Mr M. So it follows Mr M is a customer of UKI's, not of D's.

- UKI says D is responsible for the problems Mr M experienced as D handles claims on this part of the policy. So, this is the first thing I've considered.
- I've looked at the policy terms. Under the "*Business Emergency Assistance Helpline*" section of the policy it clearly states:
 - "*This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited*".
- And elsewhere in the policy it defines "*Our*" as "*U K Insurance Limited*".
- So, I don't think it makes a difference whether it was D or UKI that was the cause of the problem Mr M experienced when he made contact, because D was acting on behalf of UKI as the underwriter of the policy anyway.
- So I'm satisfied UKI is ultimately responsible for the problem and this complaint about it, irrespective of any commercial arrangement it has with D around the duties it performs on UKI's behalf.
- I've then gone on to consider Mr M's experience when he tried to make the claim following the leak.
- Mr M called D out of hours and it was unable to find a record of his cover. It's clear from the evidence and the internal correspondence between UKI and D there was some administrative reason why D couldn't find Mr M on its records.
- As a consequence of this, Mr M was unable to progress with his claim until UKI was open again on the following morning and was able to confirm cover was in place. Mr M has explained he had to make multiple calls before a plumber was sent. I understand why this all would have caused him distress and inconvenience as this was the second time he'd needed emergency assistance and was unable to access it quickly.
- Having taken everything into account, I think UKI let Mr M down here and didn't deliver the service he would expect. I have concluded UKI should pay Mr M £200 to recognise the impact of its poor service and claim handling.

My final decision

My final decision is that I uphold this complaint and direct U K Insurance Limited to pay Mr M £200 for the distress and inconvenience it's caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 8 December 2023.

Paul Phillips
Ombudsman