

## **The complaint**

Mr C has complained that Aston Lark Limited failed to obtain him a home insurance policy at a suitable price over a number of renewals.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again here. The facts are not in dispute, so I'll focus on giving the reasons for my 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- I appreciate Mr C's suggestion that if Aston Lark was able to find a cheaper alternative policy for him in 2022 when the existing insurer wouldn't continue cover, it's likely it could have done this in earlier years if it had done a proper search of the market. However, I think it is most likely it would not have been able to obtain a suitable alternative prior to 2022 because of the history of subsidence and underpinning of the property.
- There was also an issue with the claims experience, which would also have made finding alternative options more difficult.
- It may have been possible for Aston Lark to find alternatives if Mr C had provided a structural survey report, but he didn't provide this. And it's clear some of the insurers Aston Clark approached in this period did raise concerns about the previous subsidence and underpinning.
- In 2019 there was a potential escape of water claim. In view of this, I think it was reasonable for Aston Lark to recommend Mr C stayed with his existing insurer at this renewal.
- Aston Lark has not provided a reasonable explanation of why it didn't offer Mr C the alternative policy available with the company it moved him to in 2022, who I'll refer to as P, at renewal in 2020 and 2021. And, as I see it, the policy P was offering in 2020 was suitable for Mr C and cheaper than his existing policy. So I think Aston Lark should have offered this to Mr C. And I think he would have agreed to take it, as the main cover was similar to his existing policy and the premium was much lower.
- I do not know what P would have offered in 2021, but I think it is fair and reasonable to assume it would have offered a suitable policy at the same price as in 2020.
- As Aston Lark hasn't been able to explain why it didn't offer policies with P to Mr C in 2020 and 2021, I think he ended up paying more than he should have done for his policies in these two periods of insurance.
- So, I think it is fair and reasonable to uphold Mr C's complaint and make Aston Lark provide him with appropriate amounts to compensate him for this, plus interest.

## **Putting things right**

For the reasons set out above, I've decided to uphold Mr C's complaint and make Aston Lark do the following:

Pay Mr C the difference between the premiums he paid in 2020 and 2021 and the £1005.27 quoted by P in 2020. This is £608.71 for both years. Our investigator did mention a different figure for 2021 in his most recent view, but I have checked and the actual renewal premiums in 2020 and 2021 were the same.

Pay Mr C interest on both amounts at 8% per annum simple<sup>1</sup> from the date he paid each premium to the date of payment.

## **My final decision**

I uphold Mr C's complaint about Aston Lark Limited and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 March 2024.

Robert Short  
**Ombudsman**

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<sup>1</sup> Aston Lark must tell Mr C if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Mr C if asked to do so. This will allow Mr C to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.