

## **The complaint**

Miss R is unhappy U K Insurance Limited cancelled an insurance policy leaving her uninsured.

All references to UKI include its agents and claims handlers.

## **What happened**

After her mother died in November 2020 Miss R contacted UKI about her home insurance policy (which included legal expenses insurance). UKI says as the property was occupied and probate might be required it agreed cover could continue in Miss R's name (as executor) until renewal in November 2021.

Following subsequent contact from Miss R, UKI agreed renewal on the same basis for a further year as the title deeds weren't yet in her name. In January 2022 Miss R asked UKI if the policy could be transferred to her name; UKI said that type of policy was no longer offered but it could set up a new policy from November 2022.

Miss R says she didn't receive any further contact from UKI in relation to this and only realised the existing policy had then been cancelled when she noticed direct debits weren't being taken the following year. UKI said it had sent a letter asking Miss R to contact it but accepted a further chaser should have been sent. It set up a new policy which it said would also cover the period for which Miss R had been uninsured. And it said it would waive outstanding amounts due for the policy amounting to around £240.

Our investigator noted Miss R hadn't needed to make any claims during the period cover had lapsed. She didn't think the fact Miss R had claims declined on the legal expenses section of her policy meant it had been mis-sold to her. And she thought UKI's decision to waive the outstanding premiums was a fair way of recognising the distress Miss R had been caused when she discovered the policy had been cancelled.

Miss R didn't agree. She queried whether the policy would have covered her between November 2022 and April 2023 if she'd needed to make a claim and thought it was irrelevant that she didn't need to claim. She thought the policy should have been put in her name immediately following the death of her mother and said mail had been stolen from her which meant she didn't receive correspondence from UKI. She thought UKI should have made other efforts to contact her and she made clear in her January 2022 call what needed to happen. And she commented on issues relevant to the reasons why her legal expenses claim had been turned down. So I need to reach 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.

I appreciate Miss R has raised concerns that relate to the decisions taken on her legal expenses insurance claims. However, those aren't matters I'm considering as those complaints are being considered separately by us. In this decision I'm only looking at the issues associated with policy cancellation in November 2022.

Miss R says the policy should have been transferred into her name immediately following the death of her mother. However, UKI has explained its process in relation to this and it appears to have acted in line with that in this case. In any event any issues here don't appear in themselves to have impacted Miss R as cover remained in place following the death of her mother and until November 2022.

This complaint arises from the fact the policy was then cancelled. It does appear UKI sent a letter prior to the renewal date asking Miss R to contact it. But it appears she may not have received that because of the issues she's highlighted in relation to her post. That isn't something UKI would have been aware of, but I agree it could have tried to contact her in other ways. And it's accepted itself other chasers should have been sent. So I don't think it's in dispute it got something wrong here.

I've gone on to think about whether Miss R has lost out as a result. She says it isn't relevant whether she had any claims in this period. I don't agree. I think that is relevant when considering what impact UKI's error had. And as Miss R didn't need to claim on the policy then she hasn't lost out as a result of the cancellation. I appreciate she might nevertheless have cause to make a claim in future for something that happened in that period. But UKI has confirmed to us that if she had an incident within that period it would be considered by her new policy (and has provided system notes in support of that). So I'm satisfied she hasn't lost out here.

Miss R thinks UKI should refund the premiums paid for this policy (I understand covering the period from November 2020). It's not clear whether those amounts were paid by Miss R or by her mother's estate. But even if there is a direct loss to Miss R here, I don't think UKI needs to refund the premiums she paid. Cover was in place at that time and a claim could have been made on the policy if required. So she's received the service she was paying for.

I do appreciate it would have been distressing for Miss R to subsequently realise that cover had lapsed from November 2022. But in considering what UKI needs to do to put things right I've taken into account that it's waived policy premiums that were due amounting to £240 as a gesture of goodwill. I wouldn't have recommended a higher figure than that to recognise the distress and inconvenience Miss R was caused. So I think UKI has already done enough to put things right here.

Miss R has also said this policy was mis-sold to her. That appears to be because the claims she made on her legal expenses insurance were turned down. But whether those claims were correctly declined or not will be considered as part of the separate complaints she's made to our service. Miss R hasn't provided further details on what she thinks UKI got wrong when this policy was taken out.

And, while I'm not clear exactly what information UKI provided her with at the time, I haven't seen anything to show she was affected by any of the significant exclusions and limitations of the policy. So even if UKI if didn't give her the information she needed (and I've not reached a finding on that) I don't think having more information would have affected her decision to take the policy out given her circumstances and knowledge at that time.

### **My final decision**

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman

Service, I'm required to ask Miss R to accept or reject my decision before 1 March 2024.

James Park  
**Ombudsman**