

The complaint

Mr G, Mr P and Ms S complain about the service provided by Clear Insurance Management Ltd in relation to a claim made on their buildings insurance policy for a drainage problem.

As Mr G has primarily dealt with things, I'll refer to him only.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr G held a buildings insurance policy underwritten by an insurer, A, and sold by Clear. In October 2020, Mr G noticed a drainage problem and tried to call A about it. But the phone number in his policy didn't work. And when he got through to A on another number, it told him to contact Clear.
- Mr G contacted Clear, who discussed the policy cover and suggested he contact a contractor as the problem was urgent. Mr G did so and the contractor carried out work costing nearly £4,000. Clear made a claim with A for Mr G and shared the evidence from his contractor about the work it had done. It continued to communicate with Mr G and A during the claim.
- A ultimately declined the claim because it said the contractor's work had been outside the property boundary and was the responsibility of the LWA – not Mr G – so it wasn't covered by the policy.
- Mr G complained about Clear's service and its role in him losing out financially.
- Our investigator thought Clear had acted fairly. She said it had helped support Mr G with his claim in a reasonable way. Mr G disagreed and made a number of points. Our investigator considered them but wasn't persuaded to change her mind.

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.

- Mr G has made a number of points to support his complaint. I've read and considered all of them, but I won't respond to each and every one specifically. I'll focus on the matters I consider to be key to reaching a fair outcome and explaining my reasoning for it. That approach reflects the informal nature of this Service.
- This complaint is solely about matters Clear is responsible for. It's not about the way other parties have acted, including A, the contractor Mr G turned to or the LWA. In relation to this claim, Clear's responsibility was limited to assisting Mr G with it insofar as he asked it to and within its role as an intermediary – I haven't seen anything to suggest it offered to formally represent him or similar. And A was ultimately responsible for the claim itself, both the way it was handled and its outcome.

- I've considered how A acted separately. In summary, I found it acted fairly when it declined the claim. And, whilst the way it handled the initial contact was unfair, including referring Mr G to Clear, that didn't make it responsible for his financial loss.
- In this final decision, I'll consider the service Clear provided and whether it's responsible for Mr G's financial loss and/or should pay him compensation. To do that, I'll summarise the key communication between Mr G and Clear – and Clear and A.
- When Mr G was first in touch with Clear, it let him know the drainage problem might be covered by the policy, but that was dependent upon the cause of it. Given the urgent nature of the problem – I understand the foul drain was leaking – it said he could go ahead and arrange for a contractor to clear the drains, provide a report and photos. Then the claim could be considered.
- Mr G found a contractor and arranged for them to visit. They said they cleared the blockage and urgent repairs were needed. Mr G sought advice from Clear who said he would only be covered in certain circumstances but, given the urgency of the problem, it was best to have the work done. Mr G had concerns about the contractor, including how much it was charging. Clear noted that if A accepted the claim, it may seek to recover some of the cost from the contractor. Mr G paid for the contractor to do the work.
- Clear went on to setup a claim with A and passed on the information Mr G had provided. When Mr G said drainage problems persisted, Clear passed that onto A too. A began handling the claim. Overall, A said the problem was beyond the property boundary – and not Mr G's responsibility. He got in touch with the local water authority, who resolved the problem. A went on to decline the claim.
- Whilst A handled the claim, Clear maintained communication with A and Mr G, including chasing A and encouraging it to deal with the claim urgently.
- Looking at Clear's service overall, and bearing in mind its limited responsibility I set out above, I'm satisfied it acted fairly. It assisted Mr G by providing reasonable guidance about his claim, sharing information and communicating with Mr G and A, and encouraging A to handle the claim promptly.
- That included being clear with Mr G that the claim might not be covered, as cover was dependent upon the cause of the problem. And letting him know that a report and photos would be helpful when A considered the cause.
- I note Clear didn't recommend a specific contractor, so I don't think it can be held responsible for the way this particular contractor acted. Whilst Mr G may feel let down by the contractor, that's not something I can hold against Clear. And when he had concerns about the contractor, I think Clear gave him reasonable guidance.
- Because of this, I'm not satisfied Clear is responsible for Mr G's financial loss and/or should pay him compensation.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G, Mr P and Ms

T to accept or reject my decision before 7 May 2024.

James Neville
Ombudsman