

The complaint

Mr W complains Swinton Insurance Intermediaries Limited trading as Swinton Insurance.

Mr W's been represented for the complaint by his son. For simplicity I've referred to his son's actions as being his own.

What happened

Swinton, an insurance broker, arranged a property owners insurance policy for Mr W. It renewed in September 2023. It was provided by an insurer – I'll refer to it as insurer A. Alongside that policy Swinton had also arranged a separate landlords emergency policy (LEP). That was provided by a different insurer. I'll refer to it as insurer B.

In February 2024 Mr W tried to claim against the LEP for a repair to a window. When doing so he was told he didn't have cover. It later transpired that he had called insurer A – the provider of the property owners policy. In a later call with Swinton it explained he had been calling the wrong insurer. It provided him with the phone number for B – the LEP insurer.

Mr W raised a complaint with Swinton. He said he had wasted several hours because it had provided him with incorrect information about his LEP provider. In response Swinton said renewal documentation sent to Mr W in September 2023 explained his property owners insurance is provided by insurer A and his LEP by insurer B. It added that separate policy documentation was provided for the LEP – including claim contact details.

Unsatisfied with that response Mr W referred his complaint to the Financial Ombudsman Service. He said he had no record of the documentation Swinton claimed to have provided in September 2023. He added that Swinton took two weeks to fulfil a claim handler's request for a copy of his policy documents. He said that delayed his window being repaired.

To resolve his complaint Mr W would like Swinton to cover the cost of the repair, pay compensation for distress and inconvenience – or as a minimum refund him the cost of the LEP policy.

Our Investigator didn't uphold the complaint. She felt Swinton had provided Mr W with clear documentation that explained who the LEP was provided by. So she didn't recommend Swinton reimburse the policy premium or cover the repair cost. As Mr W didn't accept that outcome the complaint was passed to me to decide.

Mr W has raised concern at how his claim for the window repair was handled - including the outcome. As this complaint is against his broker, rather than insurer B, I can't consider those concerns in this complaint. This decision focuses on the actions the broker is responsible for.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr W and Swinton have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

I realise this will be frustrating for Mr W but I'm not going to uphold his complaint. I'm satisfied Swinton did provide him, when his policy renewed in September 2023, with clear information on the providers of his cover.

Swinton has provided evidence of it notifying Mr W, in September 2023, by email that his renewal documentation was available to review online. He's raised doubts about the suitability of online information. However, I'm satisfied that in September 2023 online provision of documentation was his chosen method of communication. So I can't say Swinton did anything wrong by providing his renewal information that way.

Swinton's provided the documentation it says was made available to Mr W online in September 2023. I've considered Mr W's points about the clarity of the information. However, I'm satisfied it did enough to make him aware of which insurer provided his LEP.

The cover letter explains his insurance policy may be underwritten by other insurers. So it advises him to refer to his policy schedule and wordings for details. I'm satisfied the renewal information makes it clear in various places that his property owners insurance and LEP are provided under different policies – by different insurers. As an example a distinction between the two is provided in a 'demands and needs' statement. In addition insurer A's schedule states that LEP isn't covered by that policy.

Further Mr W was provided with separate policy summary documents for the property owners cover and the LEP. The LEP policy summary explains the cover is provided by insurer B. Separate LEP policy terms provide directions for making a claim – including a claims helpline number.

I accept it was frustrating and inconvenient for Mr W, at an already difficult time for him, to have called the wrong insurer and spent time trying to get to grips with the situation. However, for the above reasons I can't fairly say Swinton was responsible. The information it provided explained which insurer provided the LEP – and provided directions for making a claim.

Mr W's also raised concern at Swinton taking too long to provide a claims handler with policy terms. Swinton doesn't accept this. It said it has no record of the claims handler asking it for policy documents. It added the claims handler had confirmed it had asked insurer A for documentation. I'm persuaded Swinton's provided an accurate account. So I can't find it did delay Mr W's claim by failing to provide requested documentation.

So having considered Mr W's complaint I'm not going to require Swinton to cover the cost of the repairs, refund any premiums or pay any compensation.

My final decision

For the reasons given above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 10 December 2024.

Daniel Martin
Ombudsman