

The complaint

Miss B is unhappy with the assistance provided by Global Property Ventures Limited (GPV) when she claimed under a rent deposit guarantee policy.

What happened

Miss B is a landlord. Her tenants took out a rent deposit guarantee policy through GPV which is insured by a different business. In June 2023 her tenants said they wanted to leave the property early. Miss B agreed they could do so but claimed on the guarantee for losses she'd incurred as a result (including commission payments she'd made to her letting agent).

The claim was referred to a dispute resolution service which made an award for cleaning and unpaid bills but didn't award the commission. It wasn't satisfied Miss B had evidenced her loss or that the tenants had been made aware they would be responsible for these payments when it was agreed they could end the tenancy early.

Miss B said GPV hadn't provided her with clear advice about what information she needed to provide in support of her claim when she contacted it. And if it had done so she'd have provided the information the dispute resolution service said was missing. She thought GPV was responsible for her claim not being paid in full.

Our investigator thought the information GPV provided in its online portal made clear it was Miss B's responsibility to provide the evidence to support her claim. And GPV had checked the key information required by the guarantee had been provided. He didn't think it would have been in a position to advise on what further evidence Miss B needed to send. And having listened to calls between Miss B and GPV he didn't think it was responsible for evidence being missing from her claim. He agreed there was a limit on the evidence that could be uploaded to the portal but didn't think Miss B had been adversely affected by that; she didn't raise concerns about not being able to provide information when speaking to GPV.

Miss B didn't agree. She said the decision by the dispute resolution service had been based on evidence that she didn't know she had to provide. And if GPV weren't in a position to know what she should send she queried how she would have known what was required. If she had been asked for this information she'd have provided it. She said she wasn't given proper advice about what to do when she spoke to GPV.

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'm not looking at the outcome reached by the dispute resolution service. That organisation isn't within our jurisdiction and so that it isn't something I can look at. I've considered whether I can look at what GPV did here. I think can. I wouldn't have been able to if it was handling this claim on behalf of a relevant insurer because we can only consider the covered activities set out in our rules. Those activities include regulated activities but claims handling on behalf of a relevant insurer is excluded from regulation.

I don't think that's what GPV was doing here. The policy information makes clear that GPV isn't acting on behalf of the insurer and doesn't have the authority to agree claims. In particular it says "[GPV] is your agent in relation to arranging and assisting in the performance and administration of this Guarantee". On that basis I think I can consider whether GPV did anything wrong in the contact it had with Miss B about her claim.

In deciding what it should reasonably have done here I've reviewed its 'Terms of Business (TOB) for landlords using the rent deposit guarantee scheme. Where a claim is made that says "*If You need to make a claim, We will notify the Insurer on Your behalf. We will also help both sides try to negotiate an amicable settlement to the claim, collect evidence and, if that fails, instruct [dispute resolution service] to adjudicate. We will then submit the claim to the Insurer for payment.*". The TOB go on to say "*You should make sure to provide us with all of the evidence You have*".

In this case it's clear from Miss B's initial calls to GPV that informal resolution with her tenants wasn't an option. So I think the claim did need to progress for a decision from the dispute resolution service. And the guarantee terms set out the key information that need to be provided for all claims. It also provided details for the dispute resolution service if someone was unsure about what evidence they need to provide.

A guide produced by the dispute resolution service (which I understand was available within GPV's online portal) sets out the questions the adjudicator will ask which include "*what evidence has the landlord or agent produced to quantify their loss?*". And it goes on to explain "*adjudicators will not contact landlords or tenants to ask them for missing information.*"

The portal itself explained "*the adjudicator will use all the information from both parties in making their decision. You must provide all the information that you wish the adjudicator to use to reach their decision. You are unable to provide any further evidence after this, unless specifically requested by the adjudicator*".

So I think GPV made it clear to Miss B in the information it provided that it was her responsibility to provide the necessary evidence in support of her claim. I've gone on to consider whether in the calls it had with her prior to the claim being submitted it said anything to contradict that.

I appreciate that in a call on 18 October (after Miss B had provided her evidence) she asked the adviser what he thought would happen with her claim. The adviser made clear that he couldn't say either way as this was the responsibility of the dispute resolution service. But when pressed by Miss B he did say he thought the uploaded documentation made sense and matched with what she was looking for. However, he went on to say that this wasn't his decision to make and he wasn't legally trained as an adjudicator would be.

And there was no detailed discussion of the commission element of Miss B's claim and she didn't ask any specific question about the evidence she'd submitted in relation to that. Nor did she express any concern about limits on her ability to provide evidence in support of the

claim. I don't think Miss B could reasonably have taken this call as clear confirmation that GPV thought her claim would be successful.

Nor do I think it was unreasonable that GPV wasn't in a position to give further advice on the specific details of her claim or advise on what evidence Miss B would need to provide. Miss B was aware of the claim she was making and I think would reasonably have known that she needed to evidence the loss she was claiming for (and that was in any case made clear in the information she was able to access). And she hasn't disputed that she didn't provide information about that as part of her evidence to the dispute resolution service. I'm sorry to hear about the impact on her of not having her claim paid in full but I don't think that's come about because of something GPV got wrong.

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 B to accept or reject my decision before 2 January 2025.

James Park
Ombudsman