

## The complaint

W, a limited company, complains George Baker (Insurance Brokers) Limited didn't arrange the renewal of its professional indemnity insurance policy. W is represented by its director, Mr I.

## What happened

W arranged professional indemnity insurance through George Baker for a number of years. Earlier this year Mr I asked George Baker to obtain quotes for run off cover as he had recently retired. As that process became protracted he contacted the wholesale broker (B) who issued his policy. They said the policy W held through them lapsed in 2022. Mr I complained to George Baker that, despite it confirming cover was in place through B it, appeared he'd been uninsured for that period. George Baker didn't respond to the complaint. Nor did it respond to the inquiries we made following W's complaint to us.

Our investigator said the available evidence indicated W had been without insurance because of something that George Baker got wrong from June 2022. And Mr I said his key concern was ensuring he had insurance cover for this period in the event any claims arose. Although he had been able to secure alternative cover that excluded claims relating to two previous notifications W had made. Our investigator said in the event any claims did arise George Baker would need to arrange for those to be considered in line with the terms and conditions of the policy that would have been in place and pay any claims the policy would have covered.

Mr I accepted her outcome but queried whether any claims that were made against him in a personal capacity would be covered by her recommendation. George Baker didn't respond. 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.

One of the objectives of the Financial Ombudsman Service is to resolve complaints informally and at the earliest possible stage. That's set out in our rules (the Dispute Resolution Rules or DISP) which also allow me to *"reach a decision on the basis of what has been supplied and take into account of the failure by a party to provide information requested"*.

They go on to say *"the Ombudsman may fix (and extend) time limits for any aspect of the consideration of a complaint by the Financial Ombudsman Service"*. If a respondent fails to comply with a time limit the Ombudsman may *"proceed with consideration of the complaint"*.

George Baker was first made aware of this complaint by us in May 2024 with a deadline set for a response. As no response was received our investigator followed that up and set a further deadline. No response was received to that or a further chaser so she called George Baker which confirmed the email address we were using was correct but also provided an

alternative to use. Further correspondence including our investigator's view and confirmation the case was being progressed to a final decision (all with response deadlines) were sent to both email addresses but no response has been received. I'm satisfied time limits for information requests were appropriately set and communicated with George Baker. And because it has failed to comply with those time limits then I'm proceeding with my decision on this complaint based on the information that is available to me.

Mr I has provided evidence which satisfies me payment was made for cover in 2022 and 2023. And I've seen renewal cover confirmation George Baker sent which is on B's letterhead. But B told Mr I in February 2024 that "*your policy was lapsed in 2022 with us*". That clearly suggests the cover George Baker said was in place wasn't. And I've seen no evidence to show cover was arranged through a different wholesale broker (and if that had been done correctly the policy confirmation wouldn't have included B's letterhead).

As George Baker has failed to respond to any of our requests for information about what happened I can only reach an outcome based on the available evidence. On the basis of that I'm satisfied George Baker failed to arrange the cover it should have done in 2022 and 2023. I've therefore gone on to consider what it needs to do to put things right.

Mr I has been clear with our investigator that, rather than having the premiums W paid refunded, he wants the reassurance of knowing the insurance he paid for would assist with any claims made against W that aren't covered by the policy he subsequently took out. And he would need to have paid for cover in order for that to be the case.

Taking that into account I think the fair outcome to this complaint is for George Baker to arrange for any claims W wants to pursue under the policies that that should have been in place (including any claims that are made against Mr I personally) to be considered by a suitably qualified and experienced loss adjuster. It will then need to pay any amounts the loss adjuster considers are due to W under the terms of the policy.

I appreciate this has also been a distressing experience for Mr I personally. I don't doubt finding cover he thought was in place wasn't will have been upsetting. But I can't consider the impact on him personally. That's because W (a limited company with its own legal identity) is the 'eligible complainant' in this case and so it's only the impact on it I can consider. And a limited company isn't a natural person and can't suffer distress in the way an individual can. It could be inconvenienced but I've not seen evidence that any inconvenience it was caused is sufficient to warrant a remedy beyond that which I've already directed.

### **Putting things right**

If W wants to pursue claims under the policies George Baker should have arranged between June 2022 and June 2024 George Baker will need to instruct (and pay) for a suitably qualified and experienced loss adjuster to consider those claims against the policy terms which should have been in place (those referenced in the cover confirmation information). It will then need to pay any amounts the loss adjuster considers are due to W.

### **My final decision**

I've decided to uphold this complaint. George Baker (Insurance Brokers) Limited will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask W to accept or reject my decision before 4 February 2025.

James Park  
**Ombudsman**