

The complaint

Mr N1 and Mr N2 have complained about Sainsbury's Bank Plc. Sainsbury's arranged a home insurance policy for Mr N1 and Mr N2. There was a problem with the home emergency cover arranged as part of that policy and they blame Sainsbury's for upset caused.

Mr N1 is the main policyholder, he made the claim and the complaint. As such and for ease of reading, I'll only refer to Mr N1 in the main body of this decision.

What happened

Mr N1 arranged cover with Sainsbury's. He was asked if his correspondence address was different from the risk address. Mr N1 said that it was and gave the alternate correspondence address. Cover was agreed and the policy began.

Mr N1's policy offered cover in the event of a home emergency. In October 2023 Mr N1 called Sainsbury's to make a home emergency claim. He was transferred to the home emergency cover provider (HE insurer). A problem then arose about Mr N1's address and the HE insurer subsequently called Sainsbury's to check what cover Mr N1 had in place. Sainsbury's confirmed Mr N1's risk address was covered for home emergency.

Mr N1 was unhappy with Sainsbury's though. He felt it must have given the HE insurer only his correspondence address to start with when the policy was put in place, not the risk address. He was also unhappy that, when he'd applied for the policy, Sainsbury's hadn't advised him that using a separate correspondence address could cause a problem. Mr N1 said that, if it'd told him this, he wouldn't have included a separate correspondence address.

So Mr N1 blamed Sainsbury's for the upset caused, including time spent making phone calls, when this issue about addresses arose. Sainsbury's didn't feel it had any responsibility for how the HE insurer had responded to the claim. Mr N1 brought his complaint to the Financial Ombudsman Service. In doing so, Mr N1 confirmed he'd suffered no financial loss on account of the home emergency issue.

Our Investigator considered all of the available evidence. Having done so he wasn't persuaded Sainsbury's had failed Mr N1. So he didn't recommend the complaint was upheld.

Mr N1 was unhappy with the outcome. As he didn't agree with it, his complaint was referred for an Ombudsman's 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.

Having done so I find I'm also not minded to uphold this complaint. I've set out my reasons for this below. In doing so I haven't answered specifically each and every point Mr N1 has raised. I mean no discourtesy by this. Rather ours is an informal service, with our duty to deal with matters impartially, informally and swiftly based on the evidence available. Where

the evidence is incomplete, as some of it is here, I have to make my decision based on what I think is most likely to have happened. I can assure both parties I've read and understood everything said and provided.

Our Investigator said: "The evidence provided shows [Sainsbury's] correctly recorded [Mr N1's] risk address.....on its system and the policy documentation. I can see there were issues from the [HE insurer's] end when a claim was raised, however I've not seen any evidence that suggests [Sainsbury's] were responsible for this."

I agree with this finding. I know Mr N1 thinks it doesn't go far enough – that it doesn't answer his concern about what address details were passed to the HE insurer. But I think the above comment gets right to the heart of the issue – that's because, in my experience, it's the system detail, along with information contained within the policy documents that is passed on to the underwriting insurer. Where all of these things are correct, as was the case here, it would be very unlikely for something different, and incorrect, to have been passed on by the business arranging the cover – in this case Sainsbury's. There are instances where information correctly passed on by a seller doesn't get uploaded or transferred correctly on to an insurer's systems. I don't know if that is what happened here – but that wouldn't be an issue for Sainsbury's to answer. Based on the detail I've seen, I'm satisfied it's most likely that Sainsbury's did not fail to convey the risk address to the HE insurer.

Our Investigator also said there was no evidence that would suggest Sainsbury's should have known there was going to be an issue for the HE insurer because of the two addresses recorded. He felt that meant there had been no need for Sainsbury's to highlight, when selling the cover to Mr N1, that there could be a problem.

I agree with that sentiment. I haven't seen that the problem the HE insurer had with Mr N1's correspondence address was something that Sainsbury's should have foreseen occurring and acted to avoid by offering additional advice during the sales process. In saying that I bear in mind that a seller, like Sainsbury's, would only usually need to identify to a policyholder any terms of cover which were significant and unusual. Otherwise the seller would ordinarily ask a series of clear questions, which the prospective policyholder would be expected to answer correctly to the best of their ability. I haven't seen anything which makes me think Sainsbury's failed Mr N1 when it sold him this policy.

I'd add that it is sometimes the case that, when dealing with any financial business, upset and frustration can arise naturally. For example, on occasion a few phone calls might have to be made in order to clarify a certain situation. Here I note that when the problem with the HE insurer arose and it spoke to Sainsbury's, Sainsbury's clarified that cover was in place. What happened after that would be an issue for the HE insurer to deal with (and I understand that a complaint in that respect has been made to this Service). For Sainsbury's part, prior to that clarification occurring, I can't see that Sainsbury's failed Mr N1. I'm satisfied that any upset Mr N1 suffered was no more than that which might reasonably be expected in dealing with a financial business. As such I'm not minded to require Sainsbury's to pay compensation to Mr N1.

My final decision

I don't uphold this complaint. I don't make any award against Sainsbury's Bank Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N1 and Mr N2 to accept or reject my decision before 27 February 2025.

Fiona Robinson

Ombudsman