

The complaint

Mr L complains that Saga Services Limited (“Saga”) failed to provide renewal documents in 2023. This meant he was left uninsured for a period and resulted in a higher premium under his home buildings insurance policy.

What happened

Mr L says he had a three-year fixed price with Saga for his home insurance policy. He says this wasn't honoured by the business after he'd claimed for a burglary in 2022. He says Saga didn't send a renewal document by either post or email prior to the policy renewal in May 2023. He's since had to obtain a different policy with a higher premium. Mr L also refers to long waiting times when calling Saga, as well as general poor service and complaint handling.

In its final complaint response dated 27 May 2024 Saga says a quotation was sent to Mr L in April 2023. It says there were some errors with this, as it wasn't a renewal document and the start date for the cover was wrong. But Saga says that Mr L's policy wasn't set to auto-renew. This is why the policy wasn't renewed in 2023, as he didn't make contact. It also says Mr L requested that his documents be sent by email not post. The business acknowledged a call was handled poorly by its agent in April 2024. It offered £100 compensation for any inconvenience Mr L had been caused. But it maintained that it had acted correctly with regards to his policy.

Mr L didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. She explained that complaint handling isn't a regulated activity. This means our service isn't able to consider it. She says Mr L raised a complaint about his car insurance that was responded to in August 2023 by Saga. This was brought outside of the six-month referral rule, so she couldn't consider this point either.

Our investigator was satisfied that Saga sent Mr L a quotation by email in April 2023. She says he'd given instructions for documents to be sent by email during a call in October 2022. She explained that Mr L's policy wasn't set to automatically renew. So, when he didn't contact Saga in 2023 the policy expired. She didn't think Saga had acted unfairly here. She thought the call Mr L referred to when an agent refused to provide his surname, could've been handled better. But she felt Saga's offer of £100 compensation was fair.

Mr L didn't accept our investigator's findings. He asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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'm not upholding Mr L's complaint. I'm sorry to disappoint him. But I'll

explain why I think my decision is fair.

In his complaint submission form to our service Mr L highlights his concern about losing the benefit of the three-year fixed premium he had with Saga. This links with his argument that no policy renewal was sent to him by post or email. He didn't include all the issues from his original complaint to Saga in the form. I note our investigator did consider these issues in her findings. Mr L hasn't disputed this approach in his responses to her findings. So, I've also included these points in my decision.

Our investigator correctly advised Mr L that complaint handling isn't an activity regulated by the Financial Conduct Authority (FCA). This means we can't consider these issues here. Similarly, I can't consider issues referred after the six month rule as our investigator explained. I've split the remaining points by the relevant headings.

Renewal

Mr L's policy didn't renew in May 2023. He says this left him uninsured for several months. When he took out a new policy he wasn't able to benefit from the fixed price agreement he had in place previously. This meant he had to pay more for his cover.

I've read the renewal invitation documents Mr L was sent in April 2022. On the front page in bold lettering, it says to accept this cover Mr L must call Saga and pay by card or Direct Debit. This message is repeated, and a phone number provided so he can renew the policy. There's no indication that the policy is set to automatically renew.

The quotation Saga sent to Mr L dated 21 April 2023, on the front page, says, "*To buy the policy*" Mr L needs to call and have his payments details available. Again, there is no indication that the policy is set to automatically renew. The instructions confirm contact is needed in order to renew the policy.

There's no record of Mr L contacting the business to confirm he wanted to renew his policy in 2023. Based on what I've read there was no requirement or instruction for Saga to renew his policy. I accept Saga's explanation that this is why the policy lapsed in 2023.

I've thought about Mr L's comments that he didn't receive the quotation in April 2023 to prompt him to make contact. Also, that he'd asked Saga to send him documents by post. He says it was because he didn't receive this information that the policy lapsed.

I've seen records that show a quotation was issued by email on 21 April 2023 to the address Mr L had confirmed to Saga previously. This is time stamped at 10.54am. I think this is persuasive evidence to show the quotation was sent. I've also listened to a call between Mr L and Saga that was recorded on 21 October 2022. The call lasts around 47 minutes. Near the start of the call there's a discussion around how documents should be sent to Mr L. He confirms that because of postal strikes Saga should send him documents by email. The email address he provided over the call is the one Saga already had on its records. This is the address the 2023 quotation was sent to. Based on this evidence Saga acted on Mr L's instructions to send him documents by email. I haven't seen records that show Mr L gave instructions for this to change. So, I don't think it did anything wrong when sending this information by email.

In his reply to our investigator's findings Mr L is adamant he asked Saga to send him insurance quotes by both post and email. He says at no point has he ever changed this instruction. Having considered the evidence carefully, I think he did change his instructions in October 2022. It wasn't unreasonable for Saga to then send documents by email as Mr L has specifically requested.

I'm sorry Mr L has had to buy a new policy. But based on what I've read Saga didn't tell Mr L his policy would renew. The evidence supports that policy information was sent to him by email. This confirmed his instructions were needed in order for this to renew. So, I don't think Saga treated Mr L unfairly in these circumstances.

Service

In his complaint to Saga Mr L says he waited on hold for long periods, its agents weren't able to respond to questions he wanted answers to, and one agent refused to provide his surname.

In its submissions to our service Saga supplied a record showing the calls it received from Mr L in 2023 and 2024, prior to its final complaint response in May. On two occasions I can see that Mr L was kept on hold for around 12 minutes. The remaining calls show as being abandoned prior to being put in the call queue or they were transferred to an agent fairly quickly.

I can understand Mr L's frustration. But based on the call records I don't think the time Mr L spent waiting to be connected was excessive. I acknowledge he found this inconvenient. But I don't think there is evidence to show Saga treated him unreasonably.

I've listened to a call recording from 9 April 2024. This is where Saga's agent tells Mr L he doesn't have to divulge his surname. The agent is fairly blunt in communicating this information. However, over the duration of the call, which lasted around 22 minutes, the agent did try to help Mr L. Saga explains that the call should've been transferred to its customer service department. It's given feedback to its agent to ensure he can learn from this.

Having considered this information, I think this call could've been handled better, and transferred to the appropriate team. But I think Saga has done enough to put things right by apologising and paying Mr L £100 compensation.

Premium

Mr L had to take a more expensive policy as his three-year fixed price policy had lapsed.

For the reasons I've already discussed I don't think Saga did anything wrong by not renewing Mr L's policy in May 2023 under his original fixed price arrangement. Saga isn't an insurer it's an insurance broker. It provides Mr L's information to its panel of insurers. The insurers calculate premiums for the cover they're prepared to offer. Saga then communicates the results to Mr L. But as our investigator explained Saga isn't responsible for setting Mr L's premiums.

Saga has provided its system records that show the responses it received from its panel of insurers. I can't see that it acted improperly or unfairly in communicating this information to Mr L.

In summary, although I'm sorry Mr L is disappointed that he's paying more for his home insurance, I don't think it's been shown that Saga treated him unfairly when his policy didn't renew. A call could've been handled better. But I think Saga's apology and compensation payment does enough to put this right.

My final decision

My final decision is that I do not uphold this complaint.

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

Mike Waldron
Ombudsman