

The complaint

A limited company, which I'll refer to as "X", represented by its director, Mr J, has complained about its commercial property insurance broker. X says its broker, CLEAR INSURANCE MANAGEMENT LIMITED (CIM), didn't assist it with a claim it made to the insurer following a fire.

What happened

There was a fire in 2023 which affected X's premises and a number of other properties in the area. X notified CIM of the claim, it thought CIM would manage things on its behalf and make sure the claim progressed.

CIM notified the insurer, a visit to the property by a loss adjuster followed and plans were later discussed for demolishing X's premises. It was a year though before a cash settlement was put forward by the insurer. X was unhappy with the amount, CIM challenged the insurer, and an increase was agreed.

Mr J was unhappy though with how things had progressed. He said he'd suffered a lot of stress because CIM hadn't provided updates and only seemed to take action to chase the insurer once he had called it. He noted reference had been made by CIM to X's claim having been complex – but his neighbours' insurers had settled their claims seemingly with little complication. He felt CIM should have done more.

CIM acknowledged that, in respect of claims, it had a duty to provide support, enhance communication and process payments. It felt it had often assisted Mr J/X but accepted that, on occasion, it hadn't complied with its diary reminders for updates. It highlighted its role in achieving the increased claim settlement. In a final response letter, it apologised for the missed updates.

Mr J was unhappy and brought X's complaint to the Financial Ombudsman Service.

Our Investigator considered everything provided by the parties. He felt CIM's apology, in the circumstances, was fair and reasonable.

Mr J was unhappy. He emphasized how stressful this had been for him. He said CIM had only acted in the early stages of the claim after he had prompted it to. He said that was by phone call and he could not evidence having called CIM. He said CIM had shown no sense of urgency and seemingly had not pushed or challenged the insurer – in contrast to his neighbour's broker, as the neighbour's claim had been settled in spring 2024.

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 can see that, here, Mr J has been through a difficult time and, as a director of his company, I can only imagine the worry and fear he faced following such a devastating fire. However, my findings must focus on how X was affected.

I note that in the early stages of the claim CIM was logging contact it had with the insurer. Its notes also show that it was advised Mr J was being contacted by the insurer and/or its agent. I can see that Mr J did contact CIM in early September and asked it to escalate things. I can see that further contact then occurred between CIM and the insurer.

So I think CIM was keeping an eye on the claim and I think it did seek to assist Mr J when requested. I accept that, from Mr J's perspective, as director, he'd have liked to have heard more from CIM about what was happening, and I can see that he thought it should have done more to push the insurer. However, the reality of the broker/insurer position in this instance was that the insurer was in charge of the claim and, certainly during the claim investigation phase, other than seeking updates, there was little positive input that CIM, as the broker, could have had.

I understand that, as time went on, and Mr J saw his neighbours' claims getting settled, he would have become more frustrated with the lack of progress in respect of X's own loss. That is not to say though that the progress made with his neighbours' claims was necessarily to do with successes of their brokers. And I certainly can't say that, just because those claims were resolved ahead of, and seemingly more simply than, X's, that that must be because CIM failed X. Clearly, from what I have seen, the insurer thought X's claim was complex, it seems the local authority became involved due to some asbestos concerns and I can also see that the insurer, for a time, was reviewing matters internally. Whether any delays caused by any of that were reasonable would need to be considered in a complaint against the insurer. I couldn't reasonably expect CIM as a broker to have found a way to have forced the insurer, despite that activity, to have acted more quickly.

Clearly, X was in a difficult position immediately after the fire. I appreciate X, as a business, needed to know what was happening and I accept that some inconvenience was likely caused to it because Mr J had to chase CIM, on occasion, for updates. However, whilst the claim with the insurer was on-going, I think the inconvenience caused to X was relatively limited. I'm satisfied that CIM's apology, on this occasion, was a fair and reasonable response to the complaint X made.

My final decision

I don't uphold this complaint. I don't make any award against CLEAR INSURANCE MANAGEMENT LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 21 March 2025.

Fiona Robinson
Ombudsman