

The complaint

Mr and Mrs I complain that Endsleigh Insurance Services Limited (“Endsleigh”) have provided a poor service, having made mistakes in relation to the administration of policies they hold with it.

What happened

In August 2024, Mr I phoned Endsleigh about the three policies he held with it, jointly with Mrs I. The adviser he spoke to noticed that only two of Mr and Mrs I’s policies were live and the third had lapsed in May 2024.

The lapsed policy was immediately reinstated for Mr and Mrs I and a complaint was logged. In its response to the complaint, Endsleigh said it had found there had been an error at renewal and this resulted in the policy lapsing. It confirmed it had set up a new policy for Mr and Mrs I and as an apology, it offered them £100 compensation.

Mr and Mrs I didn’t accept Endsleigh’s response, so they referred their complaint to this service. They said they had been left without insurance for months and that if they’d made a claim it would have cost them considerably. Our Investigator considered the complaint but didn’t think it should be upheld. She told Mr and Mrs I that the issue was sorted out fairly quickly and that £100 was reasonable for the distress and inconvenience that was caused to Mr and Mrs I as a result of Endsleigh’s error.

Mr and Mrs I didn’t agree with our Investigator. They said Endsleigh failed in its duty of care not only in the cancellation of the policy but in failing to inform them, as they didn’t receive a phone call or a letter or email about the policy lapsing. They told our Investigator the price of the policy had increased and they wanted to cancel all their policies with Endsleigh without incurring any charges, due to the poor service they’d received.

Mr and Mrs I asked for an Ombudsman to independently review the complaint, so the matter has now come 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.

As this is an informal service, I’m not going to respond here to every point or piece of evidence Mr and Mrs I and Endsleigh have provided. Instead, I’ve focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have read all the information submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

I should clarify that for the purposes of this decision, I’ve not considered two of the issues raised by Mr and Mrs I – which are their request to have the policies cancelled without any additional charges, and the price of the policies. I can’t see that these issues have been raised with Endsleigh, so I’m not satisfied it’s had an opportunity to respond to them. Mr and

Mrs I can raise these issues directly with Endsleigh if they wish, but in this decision I've focused on the complaint that was initially raised with Endsleigh and which it responded to in its final response letter of 25 October 2024.

I've looked into what happened when Mr and Mrs I's policy was cancelled. It's not in dispute that an error occurred. Endsleigh says the policy was due to go through an automation of the renewal invite process but encountered an exception. It was then highlighted on an exception list which the team manually reviews so that the process can restart. The team member didn't carry out the review properly so it was a human error which led to the policy lapsing. Mr I has said it wasn't a human error. Irrespective of what type of error occurred, Endsleigh has accepted that mistakes were made and has apologised for them.

In relation to how it communicated with Mr and Mrs I, it said it sent them a letter, an email and also made a phone call – leaving a voicemail about the policy lapsing.

Mr I says none of that happened and that Endsleigh isn't able to provide evidence of the phone call. But I'm satisfied from the file notes I've seen, that Endsleigh did make these attempts to contact Mrs I and Mr I. I've seen the communication log with dates and details of all the attempts made. And I've no reason to doubt the accuracy or legitimacy of those notes from looking at the "last updated date" on the document. I've also seen a copy of the letter which Endsleigh has sent to us. Whilst I don't doubt Mr and Mrs I's account that they didn't receive the letter, email or voicemail, this does not mean they weren't sent.

Mr I refers to a conversation with Endsleigh on the phone in which the staff member wasn't even aware of the letter. But while that person may not have known about the letter, there is sufficient evidence that the letter was generated and sent. This of course doesn't mean Mrs I and Mr I received it, but that's not the fault of Endsleigh.

I've thought carefully about the fact that Mr and Mrs I were without insurance for some time without knowing it. Whilst the concerns Mrs I and Mr I have about the possibility they might have had to claim, are justified, those concerns are about a hypothetical situation that I can't compensate them for because that series of events has thankfully not happened.

Mr I says the new cover he's been provided with is more expensive and the £100 hasn't resolved the complaint for him. He wants to cancel his policies and take his business elsewhere without being charged a fee. But as I've mentioned, I can't see that he's complained to Endsleigh about the cost of cover or cancellation fees that he might be charged if he decides he doesn't want to continue with his policies before they naturally lapse. If Mr and Mrs I wish to complain about those issues, they'll need to raise those complaints with Endsleigh in the first instance, before this service can investigate further.

Overall, I'm not persuaded that Mr and Mrs I have suffered substantial distress due to Endsleigh's level of service, that would warrant a higher award than the offer put forward by Endsleigh. And I consider £100 to be fair and reasonable in the circumstances. I say this because Endsleigh did make a mistake which left Mr and Mrs I uninsured and caused them some worry and inconvenience. I won't however require Endsleigh to do anything further in this case, in addition to what it's already offered to do.

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 Mrs I and Mr I to accept or reject my decision before 21 March 2025.

Ifrah Malik
Ombudsman