

The complaint

Mr and Mrs F complain U K Insurance Limited trading as Direct Line (UKI) have mis-sold them Landlord Emergency cover.

Mr F is the lead complainant, so I have referred to Mr F for the rest of this decision.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- In 2021, Mr F made a phone call to UKI to incept a policy for Landlord Insurance. Mr F said he did this after he heard an advert on the radio claiming that UKI would be able to provide a certified contractor within four hours under the landlord emergency part of the policy.
- Mr F says he has made five claims under the landlord emergency policy over a period of three years and a certified contractor has not attended any of these instances within the four hours.
- Mr F says he only bought the policy after hearing the advert, otherwise he would've purchased a policy with another provider.
- Mr F complained to UKI.
- UKI have said it no longer has the call recording from when the policy was incepted as the calls are only retained for three years. But it said it did send the policy documents at the time and subsequent renewals. However, these documents didn't specify someone will attend the premises within 4 hours and apologised if this is how the marketing came across. It said it reviewed the advert and said it sets out that terms and conditions apply and that certain situations can delay the response time.
- Mr F remained unhappy and brought his complaint to our Service.
- Our investigator considered the complaint but didn't think UKI had acted unfairly.
- Mr F disagreed, in summary he has said he has paid a lot of money for the policy and the Insurer has not done what it promised in the adverts. He feels he has been financially disadvantaged due to the time that it took to get repairs done or what the engineers did when they attended.
- As Mr F disagreed, the complaint has been passed to me, an Ombudsman, to make 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.

Having done so, I don't intend to uphold this complaint and I'll explain my reasoning below.

I understand that Mr F is unhappy with the section of the policy that covers Landlord Emergency. He feels this has been mis sold to him as it didn't provide the four-hour attendance of an engineer in an emergency as it says it will in its advertising. In addition, he has mentioned that he is also unhappy about the service he received when the engineers did attend.

This complaint is only dealing with the sale of the policy as this complaint is set up against UKI who are responsible for the sale and marketing. Mr F would need to make separate complaints regarding the service he received when the engineers attended the properties as these complaints will need to be dealt with by the underwriter that is listed in the policy under the Landlord Emergency section.

I appreciate Mr F feels strongly about this complaint and feels our role should be one that can protect customers from being misled by dishonest advertising. But I need to clarify that we aren't the regulator – that's the role of the Financial Conduct Authority. And we don't review whether television/radio adverts meet the required advertising standards. Mr F may wish to contact trading standards and /or Ofcom. So, I am limited in what I can consider.

Mr F said UKI mis-sold the policy to him and he refers to its adverts in which it portrays prompt engineer attendance. I can understand that Mr F is frustrated with the whole experience especially as he has tried using this part of the policy on five occasions over three years and this was also at a time when he was dealing with family members in poor health. But it wouldn't be fair for me to conclude that UKI mis-sold a policy based purely on service portrayed in adverts. UKI has said that terms and conditions apply, and certain conditions can delay response times.

UKI have been unable to provide the call when Mr F inceptioned the policy as it only keeps calls for three years. I appreciate Mr F thinks UKI are not telling the truth about this as he said he asked for it two years after and that it told him then they couldn't locate it. I can't comment on this at this later time, but it isn't uncommon for data to be destroyed as part of a business's retention policy. So, we can only look at what documentation Mr F was supplied with at the time. This would be the terms and conditions of the policy.

As UKI have said these documents do not refer to the intended four-hour attendance instead it says *"... will always try to get to the Insured Property as soon as possible but sometimes it may take longer because the weather is bad, or it is a remote location."*

I appreciate Mr F says neither of these reasons applied for any of his claims. Mr F says he read the documents, and he was happy with them as they were what he discussed with the agent at the time. As the policy doesn't state an actual time period, I can't say this policy has been mis-sold. This doesn't stop Mr F complaining to the underwriter of this part of the policy if he feels the time that the engineer attended was unreasonable alongside any service issues he wants addressed as these can be considered as customer service issues.

Mr F sent this Service many Trustpilot reviews, however I am unable to consider these as here at the Service we look at each case individually. So, although there may be similarities, and other customers I can't take this into account, and I can only consider Mr F's complaint and the way UKI has treated it.

I am therefore not persuaded UKI have mis sold the policy, Mr F has had benefit of the whole of the policy although I appreciate, he feels this add on has not been of benefit, I can see he has had some attendance albeit later than he expected and any service issues surrounding these visits will need to be addressed separately as I have already said. He also has had the option to shop around and not to renew his policy with UKI.

My final decision

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 18 April 2025.

Angela Casey
Ombudsman