

The complaint

Miss H complains about the actions of Boon Brokers Limited when it sold her a home insurance policy.

What happened

In late 2021, Boon arranged home insurance for Miss H via an intermediary ("A"). The policy was renewed in October 2022.

In October 2023, Miss H made a claim under the policy for flood damage to her home. The insurer ("W") arranged for a loss adjuster to attend the property. During the visit, it came to light that Miss H's property had previously been flooded in 2019. Miss H had made a claim with a different insurer at that time, but this had been refused. The previous insurer had also cancelled her policy.

W said it hadn't been made aware of the previous flood incident or the cancellation of Miss H's policy with the other insurer. It said if it had been aware, it wouldn't have offered Miss H cover in 2019.

Miss H said she had made Boon aware of her previous flood claim before the policy was taken out. She contacted Boon who confirmed she had made it aware of the previous flood.

W applied a retroactive exclusion to the policy which meant flood damage wasn't covered and declined the claim.

Miss H raised a complaint with Boon for failing to arrange cover on the correct basis. She also made a complaint against W.

Boon said it didn't believe it was responsible for Miss H's unsuccessful insurance claim. It said it had been under the impression it was the 'Referring Broker' rather than the 'Acting Broker' for the case. It said it was unclear whether the insurance application form had been completed by Boon or A. But it thought the question that had been answered incorrectly was highly ambiguous with conflicting word framing on the guidance notes.

Boon said Miss H would have signed the application form to confirm the information was correct. It also commented that it was likely Miss H would not have been able to secure a policy with a different provider which included flood cover. It didn't consider it would be liable for any loss Miss H had incurred.

I issued a provisional decision on 16 May 2025 where I explained why I intended to uphold Miss H's complaint. In that decision I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Based on what I've seen so far, I intend to uphold Miss H's complaint. I'll explain why.

Boon says it didn't arrange the policy for Miss H. It says it was only the referring broker, and the policy was arranged by A. It says the Boon representative who referred the policy had

numerous calls and emails with A and is adamant he told A about Miss H's previous property flood.

A says it wasn't involved in the sale of the policy. It says the application process was completed through A's intermediary website by Boon. Once Boon had keyed in various pieces of information, A's panel of insurers assessed the risk information and determined if they could offer a policy. A says it administered the policy on an ongoing basis until it was cancelled in October 2023. Following the sale, A sent Miss H a new business pack and renewal invitations 12 months on. The information on the policy schedule and statement of fact came directly from the questions Boon input during the sale.

Boon says it isn't sure if the online application was completed by its own representative or by A. Neither party has been able to provide any recordings of calls that might have taken place between Boon and A in 2021. However, I have seen some email correspondence from around the time the policy was taken out.

In an email dated 15 September 2021, A's representative said W would be happy to provide cover as long as Miss H had separate business insurance. Boon's representative asked A's representative if she could give him an idea of what the monthly premium on Miss H's policy would be and he was provided with a quote.

Boon's representative said he was attaching Miss H's business policy schedule and asked A to forward the quotation to him if it was acceptable. He ended the email with: "I presume you would be able to complete the application at your end?"

In response, A's representative said she'd asked the team to check if this was okay and would email the quote across as soon as she heard. I can't see that she answered Boon's question about completing the application her end.

A has provided screenshots of its system which it says is auto populated based on who ran the quote. The Boon representative's name is against entries on 17 and 24 September 2021. So, I think it's likely that Boon completed the online application.

I appreciate the Boon representative is certain he told A about Miss H's previous flood claim. But I haven't seen any evidence to show that he did. The error only came to light two years later. So, I think it's understandable that he may have forgotten exactly what was discussed.

Boon says it never received any policy documentation from A or W. The only document it received was a sparse policy schedule which it forwarded to Miss H.

I can see Boon sent Miss H an email on 24 September 2021 which refers to the policy schedule being attached. Miss H sent a response on 27 September querying why her business wasn't mentioned. The email Boon sent the same day in response said:

"Thank you but no need to worry, on the attached application that you may not have received yet, you will see..."

I'm satisfied from the above that the Boon representative had seen the application document from September 2021. So, he would have had the opportunity to check it and ensure that all the information was correct, regardless of whether he'd completed it himself.

The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). If a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying

misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out considerations for deciding whether the consumer failed to take reasonable care as well as remedies available to the insurer.

Boon accepts that it was aware of Miss H's previous flood claim when it helped her take out the policy. But the application document shows that the following questions were answered incorrectly:

<i>Have the client(s) ever had any insurance cancelled?</i>	<i>No</i>	<i>This relates to household insurance policies only. You do not need to document previous cover cancellations as a result of type of property or tenant.</i>
<i>Have the client(s) ever had any insurance declined?</i>	<i>No</i>	<i>This relates to household insurance policies only. You do not need to document previous cover declines as a result of type of property or tenant.</i>
<i>Have the client(s) ever made any claim on this type of insurance in the last 5 years?</i>	<i>No</i>	<i>This should include any incidents that resulted in damage to property, items being stolen or injury to other people. You should include these incidents whether or not you made a claim, and whether or not you were paid for that claim.</i>
<i>Please answer to the best of your knowledge if the property is in an area free from flooding AND / OR if the property or neighbouring properties have never suffered from flooding?</i>	<i>Yes</i>	<i>Confirm to the best of your knowledge whether the property is in [sic] an area free from flooding and if the property of [sic] any neighbouring properties have ever suffered from flooding.</i>

Boon says the question about flooding is ambiguous and I agree it's unclear. However, I think the other questions are clear.

Screenshots of the online portal show that if the question about making a claim in the last five years had been answered "yes", the Boon representative would have been prompted to answer more questions. These included the "claim type". So, I think that if he had answered these questions accurately, W would have been aware that Miss H's property had previously been flooded.

I'm satisfied, from the information I've reviewed, that W has shown Miss H made a qualifying misrepresentation when the policy was first taken out in 2021 and again when it was renewed in 2022. It's provided us with its underwriting criteria which shows it wouldn't have offered Miss H a policy if it had been made aware of her previous flood claim in 2019. So, I don't think its decision to retroactively apply an exclusion for flood damage and decline her claim was unreasonable.

I think Boon made a misrepresentation on Miss H's behalf when the policy was inception in 2021. According to W's loss adjusters report, Miss H said she didn't review the policy documentation issued at inception and renewal as she'd relied on Boon to complete all representations correctly.

I understand the renewal documents were sent directly to Miss H and Boon says it didn't see these. So, I don't think it would be fair to hold Boon entirely responsible for the claim Miss H made in 2023 being unsuccessful.

The 2022 renewal documents highlight the importance of checking that all of the information on them is true and accurate. They also warn of the potential consequences of not informing W of any incorrect information.

If Miss H had checked the documents sent to her in 2022 and ensured that the inaccurate information was corrected, I think it's likely W would have refused cover at that point. Miss H could have then found a policy that was suitable for her circumstances. So, I think Miss H is partly responsible for being in the position where she can't claim for the flood damage that occurred in 2023.

However, I think that if Boon had taken greater care in 2021, W wouldn't have offered Miss H a policy at all. This means the policy wouldn't have renewed and she wouldn't have had the unsuitable policy for the 2022/23 period. So, I think Boon should also accept some responsibility for Miss H's financial loss.

Boon has suggested Miss H wouldn't have been able to obtain home insurance elsewhere. I appreciate Boon couldn't find her cover when it referred her case to an insurance packager in 2021, but I haven't seen evidence to persuade me that Miss H wouldn't have been able to obtain home insurance at all.

Given that Boon was the professional here, I think it would be fair to attribute more of the responsibility for what went wrong to it. Miss H trusted Boon to find her a policy which would provide cover in the event of the claim, and it let her down.

Miss H has lost out financially because W refused her claim. Under the circumstances, I think it would be fair for Boon to pay her compensation to cover around 75% of her loss.

I can see that Miss H shared an estimate of expenses along with some quotes with Boon in March 2024. The total of the estimate was £56,513.80 with a note that "this does not include electrics and there will be further storage and electricity charges".

In October 2024, Miss H told our investigator that she'd only paid out around £7,000 so far and most of the work still needed to be done. I think it's likely that costs would have increased from when Miss H received the quotes, and the estimate doesn't include everything. So, I think her actual costs relating to the flood damage are likely to be closer to £60,000.

I think it would be better for both parties if I was pragmatic and definitive when awarding redress, rather than telling Boon to pay 75% of Miss H's actual costs. So, I intend to tell Boon to pay Miss H £45,000 to compensate her for financial loss.

I understand this has been a very worrying situation for Miss H who has also had the inconvenience of having to deal with several parties to try to resolve the issue. While she's managed to make it habitable, she's been living in a property which is in a poor state of repair for some time. So, I think it would be fair for Boon to also pay her £500 for distress and inconvenience."

I set out what I intended to direct Boon to do to put things right. And I gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses

Miss H said she was happy to accept the outcome of my provisional decision. She said the worry and distress this event had caused her over the past 1.5 years had been difficult to describe, not to mention the complete lack of support from Boon in her moment of need. My decision would enable her to put her life back together with the restoration of her home and to focus on the future.

Boon said it strongly disagreed with my provisional decision and asked that I reconsider it. It found it hard to see how I had come to such a different conclusion to our investigator, based on the same evidence.

Boon said it was responsible for introducing Miss H to A who was the acting broker. A was responsible for providing the application documentation to W. It said Boon would have no role or responsibilities in providing the application documentation to W and at no point was Boon privy to such correspondence and information. Boon disputed completing the application and said it didn't believe there was sufficient information to support this.

Boon said while it accepted it was informed of Miss H's property's previous flood, there was no evidence to support my assumption that it was informed of Miss H's previous flood claim. Even if there was evidence to suggest Boon was aware of Miss H's previous flood claim, and did not disclose this fact, it would be A's responsibility to ensure the relevant information was correct prior to sending the documentation to W. It also commented that I had acknowledged that the question on the document about flooding was ambiguous and unclear.

Boon commented that under CIDRA, it was Miss H's obligation to check the information was true on the insurance application document before it was submitted to W from A. As A was the acting broker, it and Miss H would have needed to ensure they were happy with all of the relevant details provided within the application documentation prior to its submission to W. Miss H would have been required to sign documentation with A to confirm her agreement. Boon was concerned that no responsibility has been placed on Miss H and A to ensure the details were correct. It also noted that it was not involved in the renewal of the policy and said A was at fault for not checking the details at this point. Boon also thought this showed that A was the acting broker throughout.

Boon commented that my conclusion to hold it 75% liable was incredibly harsh. It said it was dumbfounded as to how I could hold Boon liable to such a degree, without providing any comments regarding A and W's role in the matter. W, as the policy provider, would also have had some responsibility to note that the property was in a high-risk flood zone, having done a further review of the property location / post code.

Boon also commented that the compensation award did not seem to have been checked with any supporting quotes from any professionals. It said that for any party to cover the expenses, they would need professional quotes with a full survey of the property confirming the exact damages.

Furthermore, there was no evidence that Miss H would have been able to obtain home insurance elsewhere. It was concerned about a lack of evidence to support the award made.

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 appreciate Boon is disappointed that I've reached different conclusions to our investigator. But the Financial Ombudsman Service has a two-stage process. The investigator's role is to

provide an initial assessment of the case. If either party disagrees with the investigator's assessment, they can ask for the case to be referred to an ombudsman.

The ombudsman's role is to look at all details of the complaint afresh and make a decision that is legally binding if accepted by the consumer. Sometimes an ombudsman will reach a different outcome to the investigator even if no additional information has been provided. If they do, they will issue a provisional decision setting out the decision they are minded to make, giving both parties reasonable time in which to make any final representations on the case. They will consider any further submissions before reaching a final decision.

The Financial Ombudsman Service has a duty to resolve disputes reasonably, quickly and with minimum formality. Where I have limited information, I need to make a finding based on what I think is more likely to have happened based on the balance of probabilities.

I'd like to reassure Boon that I've carefully considered all the information and comments its provided. If I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Boon's role as broker

Boon says it was the "introducing" broker and A was the "acting" broker. It says it had no role or responsibility in providing the application documentation to the insurer and at no point was Boon privy to such correspondence and information.

In a letter to Miss H dated 13 September 2021, Boon said:

"Further to our conversation and the information you have given to me. I shall refer your Home Insurance requirements to (A) who are general insurance intermediary agents and have a large number of insurers on their panel who will hopefully be able to obtain a suitable quotation on your behalf.

Upon receipt of an acceptable quotation, this will be forwarded to you by email

In the meantime, please find enclosed my Business Card together with our Terms of Business."

The letter suggests that Boon had already gathered standard information from Miss H and was going to "refer (her) requirements" to A. It implies that Boon would be dealing with A and providing it with information so it could get a quote for insurance on her behalf.

In my provisional decision I referred to a screenshot which suggests the application was completed by Boon's representative. I appreciate Boon doesn't think the screenshot provided by A is sufficient to show this. However, in its final response to Miss H's complaint Boon said it was unclear whether its own representative or an agent from A completed the insurance application form. And A has said that the online application would have been completed by Boon. So, on balance, I think it's more likely than not that Boon completed the policy application on A's online portal.

As I explained in my provisional decision, even if I was persuaded that Boon didn't complete the online application for the policy, I think it would still be accountable for the inaccurate information on it. I referred to emails Boon sent to Miss H in September 2021 referring to the policy schedule and the application being attached. So, I'm not persuaded that Boon wasn't "privy to such correspondence and information" as it now claims. And I think Boon should have checked that the information on these documents was accurate.

Boon has provided copies of emails between it and A from September 2021 regarding quotes for cover for Miss H. There's also an email from Boon to Miss H which says it's received the quote from W, and it would forward the quotation to Miss H on receipt. The email also says:

"I shall instruct this to commence as from 23rd October 2021 by which time you would have cancelled your current renewal insurance policy."

I'm satisfied from the information I've seen, that when the policy was first taken out in 2021, Miss H's relationship was with Boon who was arranging the insurance for her. Miss H wasn't providing information directly to A. So, Boon had a responsibility to communicate clearly with Miss H to ensure that it provided accurate information on her behalf. It should also have checked the information on the application was accurate.

Awareness of previous flood claim

Boon says that while it accepts it was informed of the property's previous flood, there's no evidence to show it was informed of Miss H's previous flood claim. It says it is quite common for a homeowner to incur flooding but not to claim on their insurance policy, as there are different levels of damage resulting from a flood.

As Miss H's professional representative, Boon had an obligation to ensure that it provided accurate information to the insurer when taking out the policy on her behalf. Boon hasn't provided any notes or recordings to show exactly what its representative discussed with Miss H when it sold her the policy in 2021. So, I've needed to reach a finding based on what I think is more likely to have happened on balance of probabilities.

The guidance for the question *"Have the client(s) ever made any claim on this type of insurance in the last 5 years?"* on the application says:

"This should include any incidents that resulted in damage to property, items being stolen or injury to other people. You should include these incidents whether or not you made a claim, and whether or not you were paid for that claim."

So, I think Boon should have realised this question needed to be answered as "yes", if there had been any flood damage to Miss H's property in the past five years, regardless of whether Miss H had made a claim. If it didn't know the answer to the question it should have checked with Miss H.

I think it's unlikely that Miss H wouldn't have told Boon about her previous flood claim if it had clearly asked her this question. She was forthcoming with this information when W's loss adjuster visited her in 2023.

W's loss adjuster has noted that Miss H said she made a claim for contents in 2019. The insurers at that time identified Miss H was operating a business from the property address and this had not been disclosed. The insurers at that time declined the claim and subsequently cancelled the policy. Miss H said she was not aware the claim needed to be disclosed as nothing had been paid by the insurers at that time. She said she had approached Boon Brokers for assistance in arranging her insurance following the issues which had arisen in 2019. Boon had completed the statement of fact on her behalf, arranging insurance via A.

I think that if Boon had done what it should have done to guide Miss H through the process, it would have discussed the flood with her and elicited the information W needed to know. If Boon had asked Miss H if she'd had previously had any policies cancelled, I think it's likely

the information about the flood claim would have come out, given the cancellation was triggered by this.

Responsibility of Miss H

Boon has commented that it was Miss H's obligation to check the information was true on the insurance application document before it was submitted to W from A. It says Miss H would have signed documentation with A confirming her agreement.

In my provisional decision, I acknowledged that Miss H was partly responsible for W holding inaccurate information. I think she should have checked the documentation in 2021 and in 2022. This is why I concluded that it would be unfair to hold Boon entirely responsible for the claim Miss H made in 2023 being unsuccessful.

Having previously had a policy cancelled and a claim declined due to a non-disclosure, I think Miss H should have been aware of the risks of not providing accurate information. However, she had instructed a professional broker, so provided she gave it the relevant information, it was not unreasonable for her to rely on it to pass it on. Boon was aware of the flood incident and should have asked further questions to elicit information about the claim and the cancellation.

As Miss H's broker, Boon had an obligation to conduct its business with due skill, care and diligence. It was required to pay due regard to Miss H's interests and treat her fairly. So, I think it's fair to attribute more of the responsibility for what went wrong to Boon.

If Boon had done what it should have done when the policy was inceptioned in 2021, I don't think W would have offered Miss H a policy at all. And there wouldn't have been a renewal of the policy with W in 2022. I think it's likely that Miss H would have gone on to find suitable home insurance with another insurer. So, Miss H wouldn't have been left in the position she was in 2023, where she couldn't claim for the flood damage to her home and contents. This is why I reached the conclusion that Boon should compensate Miss H approximately 75% of her financial loss.

Responsibility of other parties

Boon has commented that its representative is adamant that he informed A the property had previously been flooded and there's no evidence to suggest otherwise.

I appreciate Boon believes it told A about the previous flooding to Miss H's property. But I haven't been provided with any call recordings, notes or emails to evidence this. The information I do have indicates that Boon didn't inform A or W of the previous flood incident that affected Miss H's property.

I think A was entitled to rely on the information it received from Boon when the policy was initially set-up as being accurate. So, I'm not persuaded it is responsible for the initial misrepresentation, based on the information available to me. I also can't say A is responsible for the misrepresentation at renewal. I say this because it's usual for insurers (or their intermediaries) to send a statement of fact detailing the information it holds about the consumer at renewal, asking them to check the information and let it know if anything was wrong. Miss H was sent the statement of fact showing that A and W held inaccurate information about her previous claim, and she was given the opportunity to correct it, but she didn't.

Boon has also commented that W and A didn't do sufficient due diligence on the property prior to offering insurance. It says they failed to process a basic postcode search of the

property which would have highlighted it was in a Flood Zone 3 area. However, to be clear, an insurer is entitled to decide what risk it's willing to take on. W has shown that it wouldn't have insured Miss H's property if it had been aware of her previous flood claim. It wasn't because of the area she lived in.

Award of redress

Boon has commented that there is no evidence Miss H would have been able to obtain home insurance (including flood cover) elsewhere. It's also provided evidence to show that it wasn't able to find Miss H cover from a panel of insurers, prior to approaching A. It says the insurance panel all refused to provide a quote following their postcode check which Boon considers was as a direct result of high flooding in Miss H's area.

I note that Miss H's previous flood claim was made only two years prior to her taking out the policy with W. There was also the issue of the 2019 claim being refused and her policy being cancelled by her previous insurer because she hadn't declared the business she was running from her property.

I can see that Boon sent A evidence of Miss H's business insurance, after A provided a quote for an amount "*if she has cover in place for business insurance*". So, it doesn't appear that Miss H's business was a barrier to her obtaining home insurance, with flood cover.

I think it's likely that the 2019 flood claim, the claim refusal and policy cancellation would have made it more difficult for Miss H to find home insurance elsewhere. However, I'm not persuaded that Miss H wouldn't have been able to obtain home insurance that included flood cover from another provider if W had refused to offer her cover in 2021.

I think most insurers would have wanted to know about Miss H's previous flood damage, declined claim and cancelled policy. And I think many insurers would have taken these factors into account before deciding whether to offer Miss H a policy and at what cost. Some insurers might have decided not to take on the risk. However, I'm not persuaded that these factors would have prevented all insurers from providing Miss H with home insurance which included cover for flood damage.

In my own experience, I've seen many cases where a consumer has previously had a policy cancelled and/or a claim refused but this hasn't prevented them from finding cover. So, I'm not persuaded that these features would have prohibited Miss H from finding home insurance elsewhere.

It's very unusual for a consumer to be unable to obtain home insurance with flood cover. Miss H might not have been able to find cover through Boon, if the policy with W had been refused. But there are specialist brokers and intermediaries which can assist consumers with finding suitable cover. Flood Re is a re-insurance scheme that makes flood cover more widely available and affordable for consumers who live in a flood risk area as part of their home insurance. It helps UK households at the highest risk of flooding and the information I have suggests that Miss H would likely have been eligible for flood cover under the scheme. So, I think it's very unlikely that Miss H wouldn't have been able to obtain home insurance that included flood cover elsewhere.

It might be that the greater risk presented would have attracted a higher premium. I have considered this when thinking about the amount of redress I think Boon should pay Miss H. But our service's role is to resolve complaints on an informal basis and my aim here is to be pragmatic. As I explained in my provisional decision £60,000 is an estimate of Miss H's financial loss based mainly on quotes from over a year ago, which didn't include everything.

I've also reduced the level of redress by 25% to take into account any contribution on the part of Miss H. So, while I think it's likely that Miss H might have been charged more for a policy with another insurer, I don't think a potentially higher premium would make enough of a difference to the redress I think is fair in all the circumstances of this case.

I note that Boon has raised concerns regarding the amount of the redress I said I intended to award in my provisional decision. It's commented that the compensation award does not seem to have been checked with any supporting quotes from any professionals.

I've already explained to Boon that I based the redress on quotes and invoices it forwarded to our service as part of its business file. These appear to have been sent to Boon by Miss H in March 2024. Despite having these in its possession for over a year, Boon hasn't provided any information to show that a different amount would be appropriate to enable Miss H to reinstate her property to its pre-loss condition and replace contents damaged by the flood. Nor has Boon provided any alternative solution, such as appointing a loss adjuster to assess how much Miss H would have received from the insurer, had adequate insurance been in place.

I'm conscious that Miss H has been left in a property which is in a poor state of repair for a considerable length of time. This has also been a very distressing situation for her. So, I think it's important to bring this matter to a close swiftly, so that Miss H can arrange for repairs to be carried out and move on with her life.

Boon hasn't provided anything to suggest that Miss H's claim would have been refused or reduced had there been flood cover in place. Without any information to contradict the estimates Miss H has provided, I remain of the opinion that it would be fair for Boon to pay Miss H £45,000 to compensate her for the financial loss I believe it's responsible for.

I also think it would be fair for Boon to pay Miss H £500 for distress and inconvenience for the reasons I gave in my provisional decision.

Putting things right

Boon should pay Miss H:

- £45,000 to compensate her for financial loss and
- £500 for distress and inconvenience

Boon must pay the compensation within 28 days of the date on which we tell it Miss H accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

For the reasons I've explained, I uphold Miss H's complaint and direct Boon Brokers Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 25 July 2025.

Anne Muscroft
Ombudsman