DRN-5748665

The complaint

Mr A has complained that KIS Financial Solutions trading as Protectyourthings ('KIS') failed to set up a landlord home emergency policy for which he'd paid.

What happened

Mr A purchased a landlord home emergency policy from KIS (acting as an insurance broker), in February 2023 and paid £105 for it. The policy was due to commence in March 2023. Mr A was unhappy as, when he'd needed to make certain insurance claims, he found that KIS hadn't set up the policy and he was left out-of-pocket for two emergency repairs. He was informed by KIS that the policy hadn't been set up due to a lack of information, including about the nature of the boiler, but Mr A felt he'd been assured by KIS that the oversight had been resolved, and that the policy would be set up.

The first claim incident was in February 2024 and related to a leaking pipe at his rental property. He wasn't able to receive assistance as the policy still wasn't in place. A further incident occurred later that month relating to a burst radiator valve, and Mr A had to arrange his own emergency repairs. He raised a complaint with KIS but received no response.
In the circumstances, Mr A referred his complaint to this service. This service had been attempting to contact KIS since October 2024 with little success, apart from a brief telephone contact. In the circumstances, the investigator reached a view based on the limited available information. He duly upheld the complaint as he didn't consider that KIS had treated Mr A fairly as it hadn't set up the policy for which Mr A had paid, and reasonably thought was in place. The investigator found that KIS hadn't evidenced its position that the policy wasn't set up because Mr A didn't provide the requested information.

The investigator concluded that KIS should refund the costs incurred for the emergency callouts for which Mr A should ordinarily have been covered, totalling £240 plus interest and £100 in compensation for the inconvenience caused. Although KIS responded to accept the findings of the service's investigator in March 2025, it still hasn't paid Mr A the relevant amount. Its response was *'That seems reasonable, but just to satisfy my curiosity, would you mind sending me over copies of the receipts for the works carried out?'* These were duly sent by the investigator. Unfortunately, by June 2025, Mr A reported that he hadn't received any communication or settlement from KIS.

In the circumstances, the matter was forwarded to me to make a final and formal decision in my role as Ombudsman. I issued a provisional decision to uphold Mr A's complaint in July 2025 as follows: -

'In this case, I've considered the relevant legislation and Financial Conduct Authority rules. The 'Consumer Duty' ensures that businesses give consumers the information they need, at the right time, and presented in a way they can understand so they can make informed decisions. The Financial Conduct Authority rules then set out certain time limits which apply when complaints are made. For instance, a financial business has eight weeks to answer a complaint from a consumer, and if it hasn't done so in this time, the consumer can then bring the complaint to this service for an independent review, even if the financial business hasn't provided its final answer to the complaint. I note that KIS didn't send a formal response.

I provisionally uphold this complaint as I don't think KIS treated Mr A in a fair and reasonable manner. I see that Mr A provided a receipt and bank statement dating from February 2023, which showed that he'd paid £105 for his policy. I have no doubt that Mr A therefore felt that his policy had been set up. I note that KIS told Mr A shortly after the policy purchase that the policy hadn't commenced due to missing information, however Mr A said that he was assured by KIS that this oversight was resolved and that the policy would be set up. It wasn't until his first claim in February 2024, that he found out that the policy wasn't in place at all.

I note that the service's investigator was able to have brief discussion with KIS. During this telephone call, KIS stated that Mr A didn't respond to the information requested about the boiler, which is why the policy was never set up. KIS hasn't provided any evidence to support its position, however. It hasn't provided any reminders, or formal notifications that the policy wasn't going ahead. It also hasn't provided evidence that it made a refund of the £105 paid by Mr A to support its position that a policy wasn't set up. Whilst it's not clear whether Mr A did provide the requested information, KIS hasn't been able to support its position with any evidence whatsoever.

In all the circumstances, I'm satisfied on a provisional basis that Mr A reasonably thought that he was covered for emergency situations such as the ones which arose in February 2024. I'm also satisfied that Mr A incurred costs which he'd reasonably expected to be covered by the relevant policy as they were insured perils according to the wording of the policy. Mr A provided two invoices for emergency attendance to his rental property, both in relation to matters which required immediate attention He'd also produced a further expert report from his contractor to confirm the extent of the works, and on a provisional basis, I don't consider that this work was excluded under the policy.

On a provisional basis, I therefore require KIS to refund Mr A any premiums which haven't already been refunded, as well as the cost of the two invoices he paid for the emergency callouts, together with interest from the date these were paid. The delay in resolving matters and on-going non-response by KIS would also have been extremely inconvenient and frustrating, and so on a provisional basis, I consider that an award of £250 in compensation would be a fair reflection of the inconvenience caused.'

An opportunity was then provided for KIS and Mr A to provide any further submissions or comments in relation to the provisional 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.

Neither Mr A not KIS responded with further submissions or comments in relation to the provisional decision.

In the circumstances, I've received no further evidence which persuades me to alter the provisional decision. I'm therefore satisfied that the provisional decision provided a fair and reasonable outcome to Mr A's complaint and this is reflected in the final decision as follows.

My final decision

For the reasons given above, I uphold Mr A's complaint, and I require KIS Financial Solutions to do the following in response to his complaint: -

- To refund all premiums paid by Mr A.

- To meet the cost of the two invoices paid by Mr A for emergency callouts in February 2024 in the total sum of £240.

- To pay 8% simple interest* on any premiums which haven't been refunded as well as the two invoices, as calculated from the date of payment of these amounts by Mr A.

- To pay £250 in compensation for the inconvenience and frustration caused.

*If KIS considers that it's required by HM Revenue & Customs to deduct income tax from the interest award, it should tell Mr A how much it's taken off and also provide a tax deduction certificate if requested so that he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 September 2025.

Claire Jones
Ombudsman