

The complaint

Mrs T complained that ASPRAY LIMITED (“Aspray”) failed to maintain proper records and failed by not notifying our Service of a new complaint relating to her insurer. Aspray were acting for Mrs T, in the role of loss assessor, in respect to a claim she had made to her insurer.

What happened

Aspray were appointed by Mrs T to act on her behalf in relation to a home insurance claim that was initiated in 2021.

Mrs T was unhappy when Aspray didn’t action an email in 2022 from Mrs T asking it to escalate a complaint she had made about her insurer to our service, the Financial Ombudsman Service.

However, having not received a response from Aspray by 2024, she chased them for a progress update only to be told by Aspray that its involvement in her claim had ended in the prior year. Mrs T had informed Aspray that she no longer needed it to represent her on her claim. Aspray explained it’s normally the policyholder’s responsibility to escalate complaints to our service, rather than third parties doing so on behalf of policyholders. Mrs T said she was then unable to escalate the complaint herself as the deadline had passed.

Mrs T was also unhappy when she made a subject access request in 2023, that Aspray couldn’t access and provide emails from the loss assessor handling the case. Asprey have accessed and provided all the communications that were made from Asprey’s business email account and held by head office.

However, Mrs T said there was an email from her representative who has since left Asprey which provided evidence that her insurer would cover 50% of the costs for the replacement of her whole roof (rather than 50% of the flat roof, which Asprey has subsequently settled). Mrs T said with her insurer not covering her for the larger amount, she has had to pay higher costs herself which has created financial hardship for her and her family. It has also added a high level of stress.

Aspray isn’t aware of the insurer agreeing a higher settlement for the claim. It said it’s likely if the insurer had issued information about the claim, it would’ve been sent to both Mrs T and itself, so if there was a letter, Mrs T should already have a copy. But if not, it said the insurer would keep records of all the communications it has issued.

Our investigator decided to partially uphold the complaint. She said Aspray should’ve responded to Mrs T’s request to escalate her complaint. As it didn’t, she thinks it should issue a letter to Mrs T to apologise. However, she didn’t see evidence that Aspray’s record management had a detrimental impact on Mrs T’s claim. Mrs T disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this 21 October 2025. I said:

There are two distinct parts to this complaint, so I've considered each part separately.

Mrs T was unhappy that her complaint (in respect to her insurer) wasn't escalated by Aspray as she had asked them to do in 2022. Aspray has said to our service, it's a policyholder's responsibility to escalate any complaints. It also said it stopped acting for Mrs T in 2023.

I appreciate Asprey stopped acting for Mrs T in 2023 and I have seen evidence this was agreed between the parties. However, I can see there was roughly a 12-month period in which Asprey could've actioned Mrs T's request. I don't agree with Asprey that only Mrs T could've escalated the complaint.

Under the rules set out by the Financial Conduct Authority (FCA), DISP 2.7.2 explains "*a complaint may be brought on behalf of an eligible complainant by a person authorised by the eligible complainant*". Asprey were representing Mrs T on the claim and given she asked it directly to escalate the complaint with our service, I think Asprey should've done this. Even if it hadn't, I would've expected Asprey to explain this to Mrs T, so she could've done it herself if she had known.

Therefore, as I don't think Asprey has provided Mrs T with the service she was reasonably expecting, I uphold this aspect of the complaint. I don't think Mrs T has lost out financially due to this error by Asprey. Mrs T ended up getting her complaint against her insurer escalated to our service anyway. However, for the poor service carried out, I intend that Aspray apologise and pay Mrs T £100 in compensation for the inconvenience of her not getting the service she reasonably expected.

I've also considered Mrs T's view that Aspray's record management isn't sufficient and doesn't meet certain guidelines. Given Mrs T's complaint is specifically about her insurance claim, I've looked at whether the records maintained by Aspray has had a detrimental impact on Mrs T. I haven't seen evidence that they have.

Asprey has explained any correspondence sent by the insurer would be recorded on the insurer's systems, so if a letter was issued then it would still be available to read via the insurer. However, as the claim was settled for a smaller scope by the insurer, I don't think it's likely a letter would've been written explaining its liability was more than what it provided.

Therefore, I think if Mrs T remembers any communications with her loss assessor in relation to the claim, they're more likely to be avenues of enquiry rather than letters from the insurer accepting greater liability than the settlement it offered. So, based upon the evidence, I don't think it's likely Asprey's records were poorly maintained, such that it impacted Miss T's claim. So, I don't uphold this aspect of the complaint.

Responses to my provisional decision

Mrs T didn't respond to my provisional decision.

Aspray accepted my provisional decision and it didn't have anything further to add.

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 neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is I uphold this complaint. I require ASPRAY LIMITED:

- Apologise to Mrs T and pay her £100 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 4 December 2025.

Pete Averill
Ombudsman