

The complaint

Ms P's complaint is about the service she received from Alan Boswell Insurance Brokers ('AB') Limited in relation to a claim she made on a property owner's insurance policy.

Ms P says AB treated her unfairly.

What happened

The details of Ms P's complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 uphold Ms P's complaint for broadly the same reasons as the investigator. Before I explain why, I wish to acknowledge both the volume of submissions Ms P has made and her strength of feeling about this complaint. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on giving my reasons for my decision.

In this decision I'll only be considering AB's actions in their capacity as Ms P's broker when they assisted her with an insurance claim on her property owner's insurance policy. I won't however be looking at their actions as agents on behalf of the underwriter of the policy. Those actions will need to be considered separately by this Service against the underwriter. As such Ms P will need to raise a separate complaint in respect of those should she wish to pursue this further.

The complaint I'm considering is in relation to the matters raised by Ms P and addressed by AB in their final response letter dated 29 January 2025. That complaint is that AB caused delays in assisting Ms P with her claim, which subsequently impacted on the time it took to notify her insurer of it and the appointment of a loss adjuster. Ms P also says that AB didn't properly explain the role of the loss adjuster to her, and this caused her to incur unnecessary costs in instructing a tradesman herself.

I've looked at the way in which Ms P's claim unfolded and AB's role in assisting her with her claim as her broker. As the investigator explained it's clear there was a delay of a month before AB asked the insurer of the policy to appoint a loss adjuster in respect of Ms P's claim. I can see this caused Ms P both distress and inconvenience, given the time of year this coincided with and the fact that matters were further delayed as a consequence of Christmas closures. So, I am satisfied that AB did something wrong here that adversely impacted on Ms P. And I also agree with both AB and the investigator's findings that the role of the loss adjuster was not properly explained to Ms P when they had a number of opportunities to do so.

AB has offered Ms P £80 in compensation in respect of this. Taken together with the delay in reporting the claim, I don't think this offer of compensation goes far enough. Rather I think the sum of £150 is more appropriate given the impact of these actions on Ms P and the stress and inconvenience caused to her. I don't however think that AB need to do anymore here. This is because I don't think AB were responsible for the costs Ms P incurred in instructing a tradesman to undertake work to her property herself.

From what I've seen Ms P appointed a tradesman to undertake work to her property around two weeks after reporting her claim to AB. This is evidenced by the invoice I've seen dated 27 October 2024. So, whilst she might have wanted AB to tell her not to do this, I'm not satisfied that she gave the insurance process sufficient time in which to unfold before taking action herself. And even if AB had reported her claim in a timely manner, I'm not persuaded that the work would have been conducted as early as she arranged for it to be. AB had no control over the appointment of a loss adjuster and the time this process would take after the claim was reported. That was a matter for the insurer of the policy entirely.

Equally the claims process was subject to acceptance by the insurer. From what I've seen Ms P didn't wait for this acceptance to occur following a review by a loss adjuster before arranging the work to be conducted herself. I appreciate that she says she didn't know she had to however, it's also of note that Ms P is a landlord of the property she was rectifying following the departure of her tenants. We'd consider letting the property to be a commercial activity and remedying it was part of the normal course of business as a landlord who wanted to either let the property again or use it for any other means. For this reason, I'm not persuaded that it was the role of AB to explain to her that she should not instruct anyone to rectify the problems she was claiming for. Given the repairs she arranged for were in relation to a commercial activity, I think it's implicit that she ought to have had reasonable knowledge of how insurance policies operate in relation to the commercial activity she was operating. And if she was uncertain, she could have consulted her policy terms accordingly. Overall, I'm not satisfied that AB's failure to tell her how insurance claims work more generally meant she lost out as a result, nor that they needed to do so in this case.

Finally, Ms P has made several references to AB's actions amounting to negligence in law. I'm not considering a negligence claim by Ms P here. That is a matter for the Courts and not something I can determine.

Putting things right

AB should pay Ms P £150 for the stress and inconvenience caused to Ms P as a result of the delay in reporting her claim to her insurer and failing to clarify the role of the loss adjuster when they had opportunity to do so.

My final decision

I uphold Ms P's complaint against Alan Boswell Insurance Brokers Limited and direct them to put things right in the way I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 14 January 2026.

Lale Hussein-Venn
Ombudsman