

The complaint

Mr N and Mr N1 have complained about their home insurance broker Cornmarket Insurance Services Limited regarding detail given when the policy was due to renew in 2024.

Mr N has been the main contact during the complaint. For ease of reading I'll refer only to him during the body of my decision.

What happened

Mr N had a policy arranged through Cornmarket in 2023. In 2024 the policy terms changed – a cap was placed on home emergencies to three in a policy year. This initially appeared to affect Mr N and he had several conversations about it (with insurers, their agents and Cornmarket). But it was eventually confirmed that the change would not affect his existing policy, that he could continue to make claims, above the new limit of three per year, until the policy renewed.

In November 2024 Mr N's policy was due to renew. He was sent renewal paperwork by Cornmarket. Having seen the paperwork he called Cornmarket. Cornmarket and Mr N discussed the limit. Mr N did not renew his cover.

Mr N complained. He said he was unhappy about how Cornmarket disclosed this key policy limitation and wanted a guarantee that it would change this.

Cornmarket responded to Mr N's complaint in February 2025. It said a renewal invitation was sent to him in November 2024 which contained a link to the insurer's policy documents. It said this had allowed him to check the relevant terms before deciding whether to go ahead with the renewal. It confirmed Mr N's complaint was not upheld.

Mr N complained to the Financial Ombudsman Service. He said he had suffered distress and inconvenience because Cornmarket hadn't provided clear enough detail in the renewal about the significant term. He later told our Investigator that he wanted £60 compensation and the call to Cornmarket in November 2024 had cost him £0.51p, so he was claiming reimbursement of that sum.

Our Investigator felt Cornmarket had provided information to Mr N which was clear, fair and not misleading. She thought Mr N had been given an adequate opportunity, prior to the policy renewing, to check it met his needs. So she wasn't minded to uphold Mr N's complaint.

Mr N said he disagreed with the outcome. Following some further correspondence between Mr N and our Investigator, the complaint was referred to me for an Ombudsman's decision.

I felt Cornmarket had failed to properly highlight the important change to Mr N. But I was also satisfied its failure had not significantly impacted him. So I wasn't minded to make any award against Cornmarket. I explained my views in a provisional decision issued to both parties.

I said provisionally that “[I’ll] confirm here that as we are an informal Service I won’t set out all of the parties’ submissions in detail, nor even respond to every ever argument raised or document provided. This is in-keeping with the informal nature of our Service.

Mr N made his complaint about the policy renewal in 2024. So that is the complaint I have considered. Mr N wants the events of 2023 to be taken into account. And so far as they show Cornmarket knew the three claim limit was important to Mr N, I have done so. But renewals are largely automatically generated so I’m not wholly persuaded it would have been practical or possible for Cornmarket to have applied some special measure to Mr N’s policy at renewal on account of what happened earlier in the policy year.

That said I don’t think Cornmarket did do enough regarding this term when Mr N’s policy renewed. Cornmarket has a duty to highlight any terms which are significant. And any which are unusual. Restricting the number of times in a year which a policyholder can claim is significant. And it’s also not something I commonly see on home emergency policies. So I think this was something Cornmarket should have been highlighting.

I accept the restriction was within the Important Policy Information Document. And it was also explained in the full policy wording. Also that a policyholder should be reading documents like those issued at renewal to ensure the cover suits their needs. However, the documents were shared via a number of links and Mr N had not been sent any detail to warn him his policy details had changed from that which was offered to him and in place for the previous policy year. I’m satisfied that Cornmarket did not do enough to draw this important term to Mr N’s attention at renewal.

With that noted, a failure by an insurer alone will not give me cause to make an award against it, such as to either to make it do something differently or pay compensation. It is not part of my role as Ombudsman to make directions with a view to making a financial business change the way they operate. And Mr N, in 2024, because he did not go ahead with the cover, did not suffer any loss such as having a claim declined, on account of this restriction not being highlighted to him. So there is no need for me to consider an award which would put Mr N back into the position he would otherwise have been in but for Cornmarket’s failure.

Quite simply Cornmarket did not properly highlight the term to Mr N but he did not lose out because of that, because he was aware of or did discover the restriction prior to his policy renewing. And he made the choice open to all policyholders who discovered the policy due for renewal does not meet their needs – he chose not to renew the cover and found suitable cover elsewhere.

I understand that Mr N says the term not being highlighted caused him a lot of distress and the need to make a phone call. But some amount of communication, even some minor hassle is often to be expected when dealing with financial businesses and I wouldn’t usually make awards where the impact on a policyholder is limited – such as in respect of having the need to make a call at renewal to discuss the suitability of cover.

I realise Mr N may be disappointed that I currently feel that making an award against Cornmarket would not be fair or reasonable in this instance. However, I know it was important for Mr N that his concerns about Cornmarket not highlighting this restrictive term were heard. I trust Mr N will note from my findings above that I agree with him that Cornmarket should have done more to bring this important term to his attention.”

Cornmarket did not reply to my provisional decision. Mr N did. He asked that I review my decision to not award compensation for upset.

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 note Cornmarket did not reply. I've noted Mr N's request that I review my decision to not award compensation.

I've reviewed Mr N's comments made regarding why he thinks I should award some compensation. Having done so I remain of the view as stated provisionally that *some amount of communication, even some minor hassle is often to be expected when dealing with financial businesses*" and that needing to make one call at renewal to discuss suitability of cover is not something I'd make an award for.

Having reconsidered matters, I've not been minded to change my view provisionally stated. As such my provisional findings, along with my comments here, are now the findings of this, my final decision.

My final decision

I uphold this complaint. However, for the reasons set out above, I don't make any award against Cornmarket Insurance Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mr N1 to accept or reject my decision before 2 February 2026.

Fiona Robinson
Ombudsman