

The complaint

Mr C complained that Kingfisher Insurance Services Limited (“Kingfisher”) mis-sold his buildings insurance policy as it didn’t include flood cover.

What happened

In November 2025 Mr C’s home was flooded when a nearby river burst its banks. He made a claim to his insurer. But this was declined as his policy had an endorsement excluding flood damage. Mr C said he was not aware of agreeing to this endorsement when the policy was arranged by Kingfisher. He said the Insurance Product Information Document (“IPID”) he was sent indicated flood cover was provided. He explained that he had relied on this information and so complained to the business.

In its final complaint response Kingfisher explained the claim had been declined by Mr C’s insurer in line with the flood endorsement on his policy. It confirmed it had arranged cover for Mr C since 2016. In 2017 it said it contacted him to discuss flood cover, given the introduction of a government scheme for properties in flood risk areas. It said Mr C chose to renew his policy in 2017 without flood cover. This remained the case for all subsequent policy years.

Kingfisher said the flood exclusion was made clear each year in the renewal documentation it sent to Mr C. Additionally it said the flood exclusion was confirmed on a call in February 2020 prior to renewal for that year. It said Mr C agreed to continue without flood cover on this call. Based on this information Kingfisher didn’t think it had mis-sold the policy.

Mr C didn’t think he’d been treated fairly by Kingfisher and referred the matter to our service. Our investigator didn’t uphold his complaint. He was satisfied that the policy documentation, and phone call records showed Mr C had been made aware of the flood endorsement and had chosen to proceed without this cover.

Mr C didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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.

Mr C raised a complaint with his insurer about its decline of his flood damage claim. This is being dealt with under a separate reference. I won’t comment on that here. My decision will focus on Kingfisher as Mr C’s insurance broker.

I’ve read the policy documentation that was sent to Mr C prior to his 2025 renewal. This included a section on endorsements that apply to the policy. It said:

“FLOOD/RENT AND ALTERNATIVE ACCOMMODATION We will not pay any claim for loss

or damage resulting from flood or rent and/or alternative accommodation arising from flood.”

I think the endorsement is clearly worded. The “*Schedule Statement of Fact*” that was sent to Mr C explained that the information contained in this document formed the basis of his policy. From this I think it was made clear that any damage relating to a flood, including costs for alternative accommodation, was excluded from cover.

I’ve looked back at the policy documentation sent to Mr C over previous years. Different insurers were used but all included an endorsement that excluded flood damage.

I’ve listened to call recordings from interactions between Mr C and Kingfisher. In February 2020 he called prior to his policy renewal. Mr C told the call handler there were no changes to be made. He was told that his policy excludes flood damage. Mr C said, “*yes, that’s fine*”. He went on to explain that flood defences had been improved locally and no flooding had been experienced for some time.

Mr C called Kingfisher in March 2023, again just prior to that years renewal. He asked if the premium could be reduced. The call handler explained this was the best price. She asked if Mr C had read his renewal documents and that he was happy with them. Mr C replied that he had, and he was happy to proceed with the renewal. He was asked if there were any changes he wanted to make. Mr C replied “*no*”.

Based on this information Mr C was provided with clear information that an endorsement applied that excluded flood cover from his policy. This was at his renewal in March 2025 as well as in the previous nine renewals.

Mr C makes the argument that he lives in area that is subject to flooding. He said he was badly advised as his policy is totally inappropriate for his needs. He said he had missed the endorsement for flood damage, which had never been clearly explained to him.

I’m naturally sympathetic to Mr C’s circumstances. This must be a very difficult time for him given the extent of the flood damage to his home. But I think the flood endorsement was made clear to him. Mr C explained how he had taken action to prepare his home for flooding to try and minimise the damage in the event of a flood. So, he was clearly aware of the risk that this could happen. That being the case I think it’s reasonable to expect that he would read his policy schedule(s) in full to ensure he was covered for such an eventuality. The exclusion was made clear in each set of renewal documents from 2017 onwards.

Additionally, Mr C was aware that he had no flood cover when he spoke to Kingfisher’s agent in 2020. He made the decision not to add this on to his policy when he was asked about it. If Mr C thought the absence of flood cover was “*totally inappropriate*” given his home was in a flood risk area, it’s unclear why he would choose to exclude flood cover.

I’ve thought about Mr C’s comments that the IPID he was sent in 2025 indicated cover was in place for flood and storm. But the IPID is a standardised document that provides a short summary of the product in question. It doesn’t include information that’s specific to an individual policyholder. At the top of the IPID that was sent to Mr C it says:

“For full pre-contractual and contractual information, please refer to your policy documentation comprising the policy wording, schedule and any applicable endorsements.”

I’m satisfied from this that Mr C was made aware that he should read his policy schedule and the policy endorsements. In doing so he would have been aware that his policy excluded any losses due to flood damage.

I note Mr C's comments that he wasn't provided with a copy of the full terms and conditions of his policy at his 2025 renewal. But a link was provided to this in a document he was sent at that time entitled "*What's Changed*". I was able to access the policy terms by following this link. I'm satisfied from this that Mr C had sight of all the information he needed to understand the cover he had in place. This also explained what he should do if he wanted to make any changes.

As discussed I'm not considering the claim outcome in my decision here. This includes the points Mr C has made about a storm resulting in the flood. These issues fall under his complaint about his insurer.

I acknowledge Mr C's comments that he is looking for a sensible and humanitarian approach to his circumstances, not a technical response. My remit is to consider whether he was treated fairly and reasonably having regard to his policy terms, industry regulations, the law and all the circumstances of his complaint. This is explained under the Financial Conduct Authority's dispute resolution or DISP rules.

Having considered all of this I don't think Kingfisher treated Mr C unfairly in the information it provided to him, or in how his policy was set up. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 March 2026.

Mike Waldron
Ombudsman