

complaint

Mr K isn't happy with St Andrew's Insurance Plc's decision to not pay his claim for unemployment benefits made under a payment protection insurance policy.

background

Mr K sent St Andrew's his claim form in July 2014. St Andrew's asked Mr K for more information which hadn't been provided with the claim form.

St Andrew's told Mr K in September 2014 it had agreed to pay the claim from September 2014. It then explained it had told him that by mistake, and that in fact the claim wasn't payable. St Andrew's offered to pay him £150 as compensation for its mistake.

Mr K complained to us. Our adjudicator didn't recommend the complaint be upheld. She said the information St Andrew's had asked for was reasonable.

Mr K didn't agree with the adjudicator. He said he wasn't happy with the service he got from St Andrew's, and believes it deliberately delayed his claim.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr K has more recently raised a complaint about how St Andrew's handled his claim. As St Andrew's wanted the chance to look into Mr K's concerns, we've set up a new complaint to deal with that issue. Although clearly there's a strong link between the two complaints and the information surrounding them.

I realise that Mr K has also raised a complaint about the sale of the policy. Since the policy was sold by another financial business and not St Andrew's, we've set that complaint up separately from this one.

So to be clear, in this decision I've focussed on St Andrew's decision, as the insurer, to refuse to pay the claim.

The policy terms make it clear that to claim unemployment benefits, among other things, the policyholder must be in receipt of jobseeker's allowance ("JSA") if eligible for it. They must also be actively looking for work in the period they're claiming for.

Mr K accepts he didn't register for JSA. He said in the claim form that was because he expected to find work shortly. He later said this was because St Andrew's sent him contradictory information about what information he needed to provide.

Based on the available information and the policy terms, I think it was fair for St Andrew's to refuse the claim.

Mr K must also have been actively looking for work. St Andrew's says he hasn't provided any evidence showing that he had been. Mr K has suggested that he did send this to St Andrew's. St Andrew's has sent us a handwritten note signed by Mr K attached to his claim form, saying he had no hard copy evidence of having looked for work. Instead, he had called

various firms and contacts to see if any work was available and to leave his contact details with them in case any work came up.

Although I appreciate Mr K believes he has provided enough job search information, I can see that St Andrew's has legitimate concerns about simply accepting what Mr K told it, without supporting evidence. In the absence of any independent evidence showing Mr K was actively looking for work, I think it was fair for St Andrew's to refuse to pay the claim on this ground.

my final decision

For the reasons given, I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 5 February 2016.

Nimish Patel
ombudsman