

complaint

Mrs and Mr A complain that Bluefin Insurance Services Ltd mis-sold their buildings insurance policy for their buy-to-let property. They say that Bluefin's agent chose the rebuild cost for the property and it was too low. This has led to a claim being settled proportionately (with a shortfall of approximately £854) because the property is underinsured. Mrs and Mr A say that this is Bluefin's fault and it should reimburse the shortfall.

our initial conclusions

Our adjudicator felt there was not enough evidence to show, on balance, that Bluefin's agent recommended the rebuild cost of Mrs and Mr A's property.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mrs and Mr A and Bluefin Insurance Services Limited have provided.

There is no contemporaneous record of the sale, only the resulting documents: it is impossible to know what was discussed. With such limited information, I have to decide what I consider is most likely to have happened. Mrs and Mr A signed the application form to say they agreed with the information on it, including the estimated rebuild cost. As such I am satisfied that they accepted the rebuild cost for the property at the time.

I consider it unlikely that Bluefin's agent would have calculated the property rebuild cost without consulting Mrs and Mr A, who had knowledge of the property. Bluefin says its agent would not choose the rebuild cost for a customer's property without consultation or agreement as she did not have information about the property such that she could calculate the rebuild cost. Therefore, I am not persuaded that Bluefin's response to Mrs and Mr A's complaint was unfair or unreasonable and I do not require it to reimburse the shortfall in the claim settlement.

My final decision is that I do not uphold this complaint

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs A either to accept or reject my decision before 23 February 2015.

Helene Pantelli

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

Both Mrs and Mr A and Bluefin's agent have provided statements about what happened. Mrs and Mr A feel their statement carries more weight as there are two of them. I am not satisfied that this is a reasonable way to weigh the evidence.

Mrs and Mr A said that they were offered a 50% contribution to settle the matter. Bluefin was asked for its comments on this. It advised that in a meeting in September 2013, all options for settling satisfactorily were discussed and negotiated, but no actual offer was made. As I have seen no evidence of any offer, I am not satisfied that I should ask Bluefin to make any payment.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.