

## **The complaint**

Mr R has complained about the service he received from John Lewis Plc trading as John Lewis Insurance in relation to his contents insurance policy.

## **What happened**

Mr R had arranged a contents insurance policy through John Lewis for about ten years. The policy was administered by John Lewis but the insurer was a different entity. The policy didn't cover money kept in his home.

Before the policy was due to renew, Mr R called John Lewis (amongst other things) to ask for money kept at home to be covered. He said it took him a long time to get through to a call handler.

At first the call handler told him he was covered for money kept at home. Then he was put on hold while the call handler checked but the call ended before she got back to him. Mr R rang back and spoke to a different call handler. That call handler confirmed there was no cover for money kept at home. He also said it wasn't possible to include that cover in the type of policy Mr R had.

Mr R complained about the time he'd spent trying to sort his issues out and about having to take out a new policy to get the cover he wanted. John Lewis apologised for its poor customer service and offered Mr R £15 compensation.

Mr R brought his complaint to our service. Our Investigator didn't recommend that the complaint be upheld. She explained John Lewis wasn't able to change the terms of the policy against the insurer's wishes. She also thought the compensation offered by John Lewis was sufficient.

As Mr R didn't agree, the matter has been referred to me.

## **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 appreciate the frustration Mr R felt when he wasn't able to make a relatively small (but important to him) change to his cover. However I don't think it's fair to hold John Lewis responsible for the fact that he couldn't make this change and would have had to take out a new policy to get the cover he wanted. That's because the insurer makes the decisions on what it is prepared to cover under a particular policy. I think that's fair as the insurer is taking on the risk of providing cover for a premium. John Lewis's role is to arrange and administer the policy in line with the criteria set down by the insurer. So I don't think John Lewis treated Mr R unfairly in this respect.

I've listened to the calls Mr R had with John Lewis's call handlers. I can understand the impact on him of not being able to get through quickly and being cut off which unfortunately

many of us experience from time to time in similar situations. It would also have been annoying to have been given inaccurate information about his cover although luckily that was corrected before the policy renewed.

But to its credit John Lewis has acknowledged that. It apologised for its poor customer service and offered £15 compensation. It's not my role to punish or fine financial businesses. I look at the impact the failing of a business has had on the consumer. In this case I've taken into account the fact that often renewing or changing the terms of a policy can involve a few telephone calls and enquiries. I'm sorry to disappoint Mr R because I know he feels strongly about the way he's been treated. But overall I think the compensation of £15 offered by John Lewis was fair and reasonable in the circumstances.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 February 2024.

Elizabeth Grant  
**Ombudsman**