

The complaint

Mrs J complains that Lloyd & Whyte Community Broking Ltd trading as Eastside Insurance Services (“Eastside”) didn’t provide a policy booklet when she took out her home insurance policy.

What happened

The circumstances of this complaint are well known to both parties, so I’ll only summarise them here.

- In July 2022 Mrs J’s home insurance company declined a claim for damage caused by her pet dog to her garden boundary fence.
- Mrs J brought a complaint to this service about the claim being declined. Our investigator didn’t uphold the complaint and said the home insurance underwriter had acted fairly and in line with the policy terms and conditions.
- Mrs J tells us she had never been sent a copy of the policy wording, which includes the terms and conditions, by her insurance broker, Eastside. And she had thought she was able to claim for the damage caused by her dog to the fence. So a complaint was raised about Eastside.
- Eastside say the policy wording was provided to Mrs J at inception of the policy and at subsequent renewals.
- Eastside provided screen shots showing the “attachments tab” of its system entries for Mrs J. Included amongst the attachments is the full policy wording.
- Mrs J has shown pictures of the envelopes showing the postage paid and says the amounts paid would be insufficient to include the policy wording.
- Our investigator weighed up the evidence from both parties and was satisfied the full policy wording was issued to Mrs J when she took out the policy and at subsequent renewals.
- Mrs J asked that an ombudsman decide her case.

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.

Having done so I’ve reached the same outcome as our investigator, and largely for the same reasons. For clarity, in this decision I am only considering the complaint against Eastside, and not the underwriters who declined the claim. That has been considered by this service under a separate complaint.

I know this will come as a disappointment to Mrs J and I appreciate she has strong feelings on his case. And if I don’t mention a particular point she’s made it isn’t because I haven’t seen it or thought about it. It’s just that I don’t feel it necessary to reference it to explain my decision. I hope Mrs J doesn’t take this as a discourtesy, it’s just a reflection of the informal nature of our service.

I've seen the screenshots Eastside has provided which indicate the documents it has provided each year, and it includes the full policy wording. I find this persuasive.

I can see that amongst the documents Mrs J says she did receive is the policy schedule and the August 2022 version says:

"This schedule is important. Please keep it in a safe place as you will need it if you need to make a claim. This schedule should be read alongside your policy booklet. If you have lost your policy booklet and need a new one please contact your insurance Agent"

Mrs J tells us she didn't ask for the policy booklet as she thought she had everything she needed because she'd received numerous pages as part of a bundle of documents, and couldn't be expected to know an important part of the bundle was missing.

Whilst I have some sympathy for Mrs J I think Eastside has done all it reasonable could to ensure attention is drawn to the importance of the policy booklet. And if the policy booklet was missing at inception and subsequent renewals Mrs J could've asked for it.

Mrs J suggests the evidence provided by Eastside is fake. I'm satisfied with the veracity of the information provided by Eastside. And they have the correct name and address on file and there is no evidence to indicate the document wasn't sent at inception and at subsequent renewals.

On balance, in the circumstances of this case, I'm more persuaded that Eastside has provided the policy wording.

My final decision

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 9 October 2023.

Martyn Tomkins
Ombudsman