

## **The complaint**

Mr R's complaint is that a policy he purchased from Kent and Sussex Financial Group Ltd, trading as Tree Surgeon & Forestry Insurance Services (KSF), was missold. He's also unhappy with the way in which a claim he made on the policy was handled by KSF.

Mr R is assisted in his complaint by a representative, Mr S, on his behalf.

## **What happened**

Mr R took out insurance to cover his business from KSF which he renewed each year. The sale of the policy in issue in this complaint was the 2021 renewal. The policy was sold on an advised basis and information was sent to Mr R to consider by email.

The renewal documents contained references to minimum security requirements for buildings, yards, compounds, vehicles or whilst tools or plant was left unattended /overnight. Mr R took out the new policy based on these terms.

During the policy year, Mr R's property was broken into and items were stolen. Mr R made a claim on the policy, which was declined because the minimum security requirements set out had not been put into place.

Mr R says it wasn't made clear to him by KSF that this was necessary, that KSF should have done more to draw this to his attention to these requirements and that they didn't assist him with making the claim to the insurer as they should have.

Our investigator considered Mr R's complaint and concluded it shouldn't be upheld. He thought KSF had made the minimum security requirements clear to him and that they weren't obliged to make the claim to the insurer on his behalf. Mr R doesn't agree, so the matter has been passed to me to determine.

## **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 don't uphold Mr R's complaint, for the same reasons reached by the investigator. I'll explain why.

The policy was renewed by email on an advised basis. That means KSF needed to ensure it was suitable for Mr R's needs and circumstances as well as provide him with enough information to decide whether to take it out. So I've thought about whether the policy was suitable for Mr R given the policy term in issue and whether he was provided with enough information to allow him to decide whether to take it out.

When considering the issue of suitability, we usually take into account things like the extent of cover needed when thinking about a policyholder's needs and circumstances. There's nothing in this complaint to suggest that the extent of cover Mr R was sold was unsuitable. Rather the issue he's raised is that it wasn't made clear to him that an insurer wouldn't cover

a claim for stolen items if he didn't put the minimum security measures into place. As such I've considered whether the information KSF gave him about this was enough to allow him to decide whether to take out the cover.

The renewal email sent to Mr R said:

*"In order to go ahead, please confirm....*

*2. If you are taking out Own or Hired in Tool/Plant Cover (which will be shown in the Statement of Fact and Quotation including Endorsements), you have read and understand the following points that are listed in the policy wording attached.*

- The 'Contract Works' Section including any new minimum security requirements for buildings, yards, compounds, vehicles or whilst tool or plant is left unattended/overnight. If you are a previous customer, you should be aware these have changed recently.*
- The new 'Contractors Plant Security Conditions precedent'. If you are a previous customer, you should be aware these have changed recently."*

It also went on to say in bold letters and in larger font that if Mr R didn't understand or couldn't find any of this information he shouldn't go ahead with the policy.

The policy terms themselves set out the security requirements which said that plant must be kept in *"a secure unit within a compound or yard complying with minimum compound and yard security"*. *"Minimum compound and yard security"* is defined as:

- "(a) The compound or yard has perimeter fencing or walls and gates
  - (i) constructed of either brick stone or metal; and*
  - (ii) at least six (6) feet (1.8288 metres) high.**
- (b) Gates to any compound or yard are secured by
  - (i) a hook bolt mortice deadlock; or*
  - (ii) a closed shackle padlock with minimum shackle thickness of 10mm together with a heavy duty bar/clasp."**

My understanding is that Mr R's claim for stolen items didn't comply with this.

I've considered all the very detailed submissions made particularly by Mr R and Mr S on his behalf, but I don't think I can say that KSF didn't do enough to highlight the minimum security requirements to him or bring them to his attention.

There was clear reference to these within the renewal email. Whilst the reference didn't set out the exact detail of what was required, it did do enough to draw attention to the term and direct Mr R to read and understand the policy wording in relation to it. The condition itself wasn't unusual for policies of this nature but it was arguably significant, so I'm pleased to see that attention was drawn to it. The renewal email also went on to say that Mr R shouldn't take out the insurance if he hasn't done, so it gave him the opportunity to refer back to KSF if he didn't understand anything. Mr R took out the policy on that basis and in taking out the cover he also replied saying he'd read the email and attachments and that he agreed with it all. I realise that his confirmation was based on copying and pasting from part of KSF's email which directed him to if he wanted to proceed, but the fact that he did so confirms he agreed to the policy on the terms highlighted within the renewal email. On that basis I don't think I can reasonably expect KSF to have done anything more in the circumstances.

Various submissions have been made by and on behalf of Mr R about how KSF could have made the policy condition clearer. These include asking for photographs of the security

measures Mr R had in place to check they met requirements, checking specifically whether Mr R had understood the minimum security requirements, making the text in relation to this issue on the renewal quotation more prominent and making it clear if these weren't met that cover could be refused. I've considered all of this, but I don't think KSF needed to more than it already did to draw the relevant term to Mr R's attention. It was then up to Mr R to satisfy himself as a policyholder that he'd read and complied with the requirement in order to make a successful claim on the policy. So, I don't think KSF are at fault because he didn't.

I've also thought about what Mr R has said about the lack of assistance he feels he received from KSF when making the claim to his insurer. KSF aren't his insurer- they are the brokers of his policy. So, they aren't obliged to make a claim on his behalf. In this case, it looks like KSF suggested it would be better if Mr R made the claim to his insurer directly to save time and cut out any unnecessary involvement by them. KSF's role wasn't to claims handle on Mr R's behalf so I think the action they took was reasonable. I also don't agree that KSF should have used their sway as a professional entity to assist Mr R in his claim generally. It was Mr R's claim to make, based on his individual circumstances so it was down to him to make it.

Mr R has made various submissions about KSF doing more to help him both when selling the policy and to help him with his claim to the insurer because he was a vulnerable customer. By this he means he was a one-person commercial entity, that he didn't have access to a printer, that he had financial pressure, stress, and a health concern. I'm not unsympathetic to Mr R about his circumstances and I'm sorry to hear about them. But for the reasons I've mentioned above, I think KSF did what I'd expect them to do, even in light of Mr R's personal circumstances. And I wouldn't expect them to have done anything else. In addition, I don't think that if Mr R had had access to a printer, he would have done anything differently. As things stood the covering email sent with the renewal letter made clear that he needed to ensure he understood the minimum security requirements and Mr R confirmed he'd read the email and attachments and that he agreed with it all.

I appreciate Mr R is unhappy that KSF haven't retained any call recordings of conversations with him, but I haven't based my findings on call notes or any suggestions of what might have been said during any calls that are likely to have taken place. So, the absence of those recordings makes no difference to the outcome of this complaint.

Mr S has made various submissions about how KSF might have handled customer vulnerabilities more widely. I can't comment on KSF's culture or how they handle customer vulnerabilities more generally. I can only look at Mr R's complaint about the misale of the policy and the way in which KSF handled the claim he'd made as these are the only matters that fall within my remit.

**My final decision**

For the reasons set out above, I don't uphold Mr R's complaint against Kent and Sussex Financial Group Ltd trading as Tree Surgeon & Forestry Insurance Services.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 31 August 2023.

Lale Hussein-Venn  
**Ombudsman**