

## **The complaint**

Mrs W complains about the way Thatched Owners Insurance Services Limited (“TOIS”) renewed her home insurance policy.

## **What happened**

I’ll summarise the main points about this dispute:

- Mrs W held a home insurance policy. It was taken out through TOIS and had been underwritten by an insurer, E, in 2019 and 2020.
- At the July 2021 renewal, TOIS sent Mrs W policy documents which named E as the underwriter again. These documents included version 5 of the policy wording.
- In May 2022, Mrs W’s building and contents were damaged by fire. She got in touch with TOIS to report the damage. It passed that onto the claim handler company, who appointed a loss adjuster. They accepted the claim and took steps to settle it.
- During the claim, the loss adjuster sent Mrs W version 6 of the policy wording – which is different to version 5 she received at renewal. In particular, it shows the insurer is G, not E. This became a key point of dispute.
- In August 2022, the claim had been settled by paying cash, up to the index linked sum insured, for buildings, contents and alternative accommodation.
- Mrs W complained that TOIS had sent her the wrong policy documents at the 2021 renewal. She said this had caused problems during the claim.
- In August 2022, TOIS said the information it shared was correct at the time of the renewal and it could only provide what the insurer had shared with it.
- Our investigator didn’t think the complaint should be upheld. He said TOIS had provided incorrect documents at the July 2021 renewal – but only because it hadn’t been made aware by G that the documents were incorrect. It didn’t find that out until October 2021. He thought G was ultimately responsible for any distress or inconvenience caused to Mrs W as a result of her receiving the wrong policy documents at the renewal, so he didn’t ask TOIS to do anything further.
- Mrs W disagreed, asked for an Ombudsman to consider her complaint, and provided further comments. Rather than summarising them here, I’ll include anything I consider material to the complaint in the relevant sections of my findings.

## **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.

When considering what's fair and reasonable in the circumstances I need to take into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to be good industry practice at the time.

Mrs W's submissions to this Service are extensive. Within this decision I won't be responding in similar detail. This is a reflection of the informal nature of this Service.

My role is to focus on what I consider the crux of the complaint to be which means I will only comment on those things I consider relevant to the decision I need to make. Whilst that means I won't comment on everything the parties have said, I can confirm I have read and considered everything said by both parties when reaching my decision.

### *Scope of the complaint*

This complaint deals with the point Mrs W made in July 2022 and which was answered by TOIS in August 2022. In summary, that TOIS sent Mrs W the wrong policy documents. It also deals with the related point Mrs W later made, which is that TOIS should have sent the right documents once it became aware of the problem.

I know Mrs W has since raised another complaint with TOIS about other matters. I won't be considering those other matters here.

### *Was TOIS responsible for sending the wrong documents at the renewal?*

In a separate complaint considering the actions of G, I found it became the underwriter of the policy at the July 2021 renewal. It took over from E, who by that point was no longer authorised to underwrite new or renewed insurance policies in the UK.

I also found that G knew this in early 2021 and should have provided TOIS with the updated policy wording for it to share with Mrs W at the renewal. As there's no evidence to show it did so, I found G was responsible for TOIS sending the wrong policy wording at the renewal – and for any consequences which flowed from it. I considered those consequences in the separate complaint.

Mrs W has suggested TOIS should have checked with G and/or E prior to the renewal to ensure the policy remained correct. I agree that would have been helpful. But it's hard to predict what the insurer(s) would have said at that time – and whether that would have materially changed things.

In my view, responsibility for this problem sits with G, not TOIS. G knew of the change, so in my view the onus was on it to tell TOIS. So I don't hold TOIS responsible for the consequences of it providing the wrong policy wording at the 2021 renewal.

Nonetheless, I've thought below about the position if I found TOIS was responsible for sending the wrong policy documents to Mrs W.

### *Should TOIS have sent the right documents sooner?*

TOIS says version 6 of the policy wording wasn't signed off until October 2021 – after the renewal date. At that point, it ought to have been aware that the wrong policy document had been sent at the earlier renewal. And it ought to have told Mrs W about that promptly. Had it done so, she would have been aware about the change of policy wording and underwriter prior to the claim in May 2022.

But I'm not persuaded that would have made a significant difference overall. Mrs W's main argument is that the contract of insurance is invalid as a result of what happened. Or, if it is valid, that she was initially told her policy was underwritten by E, so it was the insurer at the 2021 renewal – not G – and it should have dealt with her claim.

I don't think these concerns would have been alleviated had she known about the change of policy wording and underwriter in, say, November 2021 rather than June 2022. It's likely she would still have had the same concerns about who the insurer was, which the correct policy wording was, and whether a valid contract of insurance was in place. So I think she would still have invested time expressing these concerns and seeking information about them.

Mrs W says being told about the change prior to the claim would have enabled her to get a new policy elsewhere and ensure she could be certain there was a valid contract of insurance in place.

I accept she's likely to have done that, given her clear strength of feeling and concern about having contractual certainty. Had she done so, it's likely the claim would have progressed more smoothly without a dispute about the underwriter and policy wording to contend with. But compensation for the avoidable distress and inconvenience caused by that dispute has been considered under the separate complaint against G. So I'm satisfied that's already been dealt with fairly.

### *Overall*

For the reasons given above, I don't think TOIS was responsible for sharing the wrong policy document at renewal. And whilst I think TOIS should have shared the right policy documents with Mrs W sooner than it did, I'm not satisfied that's had a material impact on her – aside from what has been considered under the separate complaint against G.

Even if I'm wrong about either of these findings, I'm not persuaded it would change things. *If* I found TOIS was responsible for Mrs W having the wrong information at the time of the claim *and* this meant the insurance policy was invalid or the responsibility of E, I'd have to consider what impact that had on Mrs W.

She understood she had a policy which provided cover up to certain limits – and the claim has been paid up to those limits. So I wouldn't find there was anything further to be paid toward the claim as a result of TOIS' actions. And compensation for the distress and inconvenience caused by the uncertainty about the correct underwriter and policy wording has been considered under the separate complaint against G – so that's been dealt with.

So I'm not going to require TOIS to pay Mrs W any compensation for this complaint.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 10 October 2023.

James Neville  
**Ombudsman**