

The complaint

Mrs K's complaint is about some enquiries she made with Xbridge Limited trading as Simply Business ('Simply Business') about a landlord's insurance policy she purchased from them.

Mrs K says that Simply Business treated her unfairly.

What happened

Mrs K took out a landlord's insurance policy through Simply Business. She also had another policy in place from a different seller with similar benefits, so she wanted to check which policy provided a better level of cover before cancelling the other.

Mrs K says she checked the policy Simply Business sold her and saw that there was a 90-day exclusion in place for making a claim against tenants, but she wanted to make sure this didn't apply to her because she had continuous cover in place with a different provider. Mrs K says she called Simply Business to clarify this, and they told her she would be covered for claims within the first 90 days.

Mrs K's complaint relates to how Simply Business handled further queries she had about the policy. She's unhappy with how they dealt with her request for clarity around whether the references she'd obtained for her tenants accorded with the policy conditions, as she wanted to make sure she was covered in the event her tenant defaulted on the rent.

In response to this request Simply Business said they couldn't provide advice about that. They referred her to a financial advisor or a Government website which they thought might be able to help her. Unhappy with this response, Mrs K complained to Simply Business, but her request wasn't treated as a complaint. She then chased Simply Business for this who accepted that they should have treated her request as a complaint and offered her £50 in compensation together with an apology. They also referred Mrs K to the insurer of the policy for clarity on the question she'd raised.

Mrs K remained unhappy with Simply Business' response. Simply Business considered what she'd said and accepted that she should have been directed to the policy insurer sooner, which might have prevented her from having to complain to them. They also increased their offer of compensation to £75. Mrs K was still not satisfied with this so made a complaint to the Financial Ombudsman Service. In making her complaint she's also said she's unhappy with Simply Business' request for her to provide identification documents before they considered her subject access request.

Our investigator considered Mrs K's complaint and concluded that it shouldn't be upheld. She said that Simply Business had accepted they'd done somethings wrong and the apology and offer they'd made was adequate to compensate her for this. She also concluded that Simply Business were entitled to ask for identification documents before considering her request for information. Mrs K 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 Mrs K's complaint. I've explained why below.

In reaching my conclusions I can assure Mrs K that I have considered everything she's said but I won't be addressing each and every submission she's made. That's not intended to be disrespectful, it simply represents the informal nature of the Financial Ombudsman Service.

Businesses have a number of obligations to their customers enshrined in the Financial Conduct Authority's rules. Our remit extends to considering those rules as well as whether the business complained about has conducted itself fairly and reasonably. In this case the issue is whether Simply Business did something wrong in how they addressed Mrs K's question to them. Simply Business have already accepted they did- so I don't need to determine this issue in any great detail. In particular they accepted they should have signposted Mrs K to the insurer of the policy much sooner and treated her dissatisfaction of their handling of things as a complaint earlier than they did.

I appreciate Mrs K thinks Simply Business did more wrong than this, but I don't agree. She's unhappy with the details she was given for the insurer, which she says didn't put her through to the right place to have her query answered. It's quite clear from Mrs K's submissions that even before Simply Business were able to properly address her complaint, she was able to make contact with the insurer of the policy to discuss her query with them, whether or not the contact details later given weren't quite right and irrespective of whether the insurer dealt with her query in the way she wanted them to. What's also clear is that Mrs K is what we'd consider a more sophisticated policyholder. She talks about experience with previous commercial policies of this nature, that she worked in the City and is aware of the Financial Conduct Authority regulations. Her experience is supported by her very specific queries about the policy in question on this occasion, which she says arises out of previous claims being turned down as a result of non-compliance with policy conditions. She's also said she checked the position with the insurer of the other policy she took out which covered the same circumstances. So, I don't think the contact information Simply Business gave her about the insurer caused her any problems in making contact with them. Indeed, she did this without their assistance or signposting which she sets out in her complaint letter to the Financial Ombudsman Service. As such, I'm not satisfied she was caused any prejudice at all by the information she was given. And whilst I appreciate that she's unhappy with the actions of the insurer too, I can't say that the onus fell on Simply Business to step in and answer questions they weren't able to address or to help her resolve these with the insurer directly.

I'm also satisfied that the position Simply Business took to eventually refer Mrs K to the insurer of the policy was the most appropriate in the circumstances. Whilst they do have a duty to provide her with information about the policy, sufficient to allow her to make her mind up about taking it out at the time of sale, we wouldn't expect them to be able to answer specific underwriting questions like the one Mrs K was asking i.e., whether the reference she obtained complied with the policy conditions. That's a question for the insurer. So, I don't think they did anything wrong here. And I think the sum they offered her in compensation together with an apology for what they accepted they did wrong is adequate in the circumstances.

Mrs K is also unhappy that she was put to the trouble of providing identification documents in response to her request for any documents between Simply Business and the insurer of the policy to be disclosed to her that were relevant to her complaint, when no documents were

available. Simply Business said they didn't know that at the time they asked for identification documents that no documents were available; it was only after they investigated this that it came to light that the communications between them and the insurer were verbal. I don't think Simply Business were wrong to ask for Mrs K to provide her identification documents before they looked into things. Their request was in line with the guidelines issued by the Information Commissioner's Office in response to subject access requests, much like the one Mrs K made. So, whilst Mrs K feels that being asked to provide identification documents was pointless, Simply Business were entitled to verify who she was in this way before looking into her request for information.

My final decision

For the reasons set out above, I don't uphold Mrs K's complaint about Xbridge Limited trading as Simply Business.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 11 December 2023.

Lale Hussein-Venn
Ombudsman