

## **The complaint**

Mr G complains his broker, Unique Insurance Services Limited (UISL), sold him a home insurance policy and didn't subsequently notify him that it had been cancelled.

## **What happened**

- UISL sold Mr G a home insurance policy in November 2021.
- When Mr G tried to claim on the policy, the underwriter of it, told him he didn't have a live policy and that it had been cancelled on inception because the premiums hadn't been paid. So, it said it couldn't consider his claims.
- Unhappy, Mr G contacted UISL. He said he'd continued to pay the premiums and so was under the impression he had a live policy.
- UISL said Mr G's policy should be live and that it would investigate his concerns and come back to him, but it never provided a response. Mr G contacted UISL numerous times to chase the matter up but to date, he still hasn't heard back.
- Mr G brought a complaint to this Service. An Investigator considered it and upheld the complaint. She said UISL should pay Mr G £350 for failing to reply to his concerns and causing him avoidable distress.
- UISL didn't reply to the Investigator's view, and so, the complaint has been passed to me for an Ombudsman's decision.

## **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'm upholding this complaint and I'll explain why.

But first, I need to clarify that my decision is only focussing on the actions of UISL as the seller of the policy. Concerns about the claims Mr G made under his policy have been considered separately by this Service against the insurer of the policy.

From what I've seen, Mr G contacted UISL a number of times to ascertain why his policy had been cancelled from inception and why the premiums continued to be collected when a policy wasn't in place – but he's not been given an answer. This Service has tried to obtain information from UISL, but it hasn't responded to our requests. So, my decision is based on the information Mr G has provided.

When Mr G initially complained to UISL it said it would investigate his concerns, but it never provided an outcome – and Mr G's subsequent attempts to communicate with UISL have been repeatedly ignored.

Understandably, it would have been stressful for Mr G to be told he didn't have a policy in place when he tried to make a claim. And this was no doubt compounded by UISL's failure to investigate his concerns and engage with him. Mr G is also justifiably concerned that he's been paying for a policy he didn't appear to have.

Whilst, the insurer has agreed to consider the claims, UISL has caused Mr G avoidable distress by not investigating his concerns and providing a response on the matter. So, I agree with the Investigator's recommendation that compensation is warranted in the circumstances. And I consider £350 compensation to fairly reflect the difficulties Mr G has experienced.

### **My final decision**

My final decision is that I uphold this complaint and direct Unique Insurance Services Limited to pay Mr G £350 compensation.

Unique Insurance Services Limited must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 4 August 2023.

Nicola Beakhust  
**Ombudsman**