

## **The complaint**

P, a limited company, complains that Bollington Insurance Brokers Limited (Bollington) failed to amend an insurance policy when requested.

## **What happened**

Where I refer to P within this decision, this includes its representatives, who are for the purposes of this matter its directors Mr T and Mr F.

P arranged an insurance policy through Bollington to cover its business activities, premises and property. P's main business is the selling and maintenance of motorcycles. An insurance policy underwritten by an insurer I'll refer to as A was arranged by Bollington.

P's premises were broken into and a number of tools stolen. A claim was made on the policy but A declined cover and voided the policy. A said the value of portable hand tools hadn't been properly represented by P when the policy was taken out. A separate complaint about A's actions in respect of the claim and policy voidance has been made.

P complained that Bollington hadn't amended the policy with A even though, in the period between taking out the policy and the break-in, it had asked to increase the value of hand tools insured on the policy. Bollington said it had no record of this.

P also complained about two administrative issues relating to the policy. The first was that payment following a separate policy amendment was not taken for a prolonged period, and the second was that policy documents hadn't been sent after making that amendment. Bollington said that the payment should have been taken sooner but the policy had been amended so there had been no effect on the cover afforded to P. It said that the policy documents should have been sent sooner and offered to pay £75 compensation in recognition of this.

As P remained dissatisfied, it brought the complaint to our service. Our investigator didn't intend to ask P to do any more than it already had done. She didn't think there was sufficient evidence to show that P had requested the amendment to the value of portable hand tools before the claim. She also considered that there was no detriment to P caused by the delay in payment, as the policy cover had been amended. She also thought the £75 offered as compensation for the inconvenience caused by the policy documents not being sent was adequate in the circumstances.

P didn't accept this and has asked 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.

I'll look at the matters related to the portable hand tools value, and the other administrative matters separately.

### *The portable hand tools value*

It doesn't seem to be a matter of dispute that the value originally given by P for portable hand tools was £2500. This value was mentioned in a number of phone calls between representatives for P and Bollington, and is also recorded on the documents prepared by Bollington when placing the business with A.

The issue in question is that P contends that after this, but before the theft occurred, they were in contact with a representative of Bollington, who I'll refer to as M, and it was agreed that the portable hand tools value would be increased to £25,000 and the policy amended in line with this.

Bollington say there's no record of any such contact with P, and there's no reference to this in any of the call recordings we've been provided with. P says that calls were made to M's mobile phone. M doesn't have a work mobile phone and so any such call would be made to a personal mobile phone. As that's the case, I wouldn't expect a recording of any such call to be available. I'm unaware of any provision for the habitual recording of personal mobile phone calls.

I've considered whether there's enough evidence for me to say that it's more likely than not that such calls with M did occur, and that it was agreed that Bollington would amend P's policy to reflect a higher value. I don't think there is.

I say this for a number of reasons. Bollington has no record on its systems of any such amendment being requested, and no amendment to the policy was made with A. Furthermore, Bollington's explained that M's role was in arranging new business, and any mid-term policy amendments would be dealt with by other representatives. It's also observed that an increase to £25,000 worth of portable hand tools would have attracted an increased premium. There's no record of an increased premium being paid, or any request for P to make such a payment. Finally, it notes that the underwriting guidance in effect at the time meant that an increase to £25,000 would have necessitated further questions about the security of the premises and storage of the tools. There's no record of such questions being discussed or P providing evidence to Bollington at the time of it adhering to these security requirements.

For these reasons, I can't be satisfied that it's more likely than not that P was told that Bollington would make arrangements with A to amend the policy to reflect a higher value of portable hand tools before the break-in occurred.

### *The administrative matters*

There are two issues complained about here. The first is that following a separate amendment to the policy, payment wasn't taken by Bollington for three months. Bollington has noted this happened due to an administrative error.

The other matter is that policy documents weren't sent to P after this amendment was made. I've seen evidence that these were sent by to P by email 37 days after the amendment was made. Bollington acknowledges that this delay was unnecessary and has offered £75 in compensation in recognition of this.

I'm not going to require Bollington to do anything further here. The policy had been amended and the delay in taking the payment was an administrative matter which didn't cause any detriment to P. It wasn't denied cover for any incident, or affected in its ability to carry out their business by the delay in taking payment for the amendment or the delay in sending policy documents.

Errors were made and the delays shouldn't have happened. P's been inconvenienced in having to chase these matters up with Bollington. But the inconvenience is relatively minor in that the policy remained in force and, as I've said above, P wasn't denied any cover or experienced any other noticeable detriment as a result of this. So I won't be asking Bollington to pay any more compensation.

### **My final decision**

It's my final decision not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 28 May 2021.

Ben Williams  
**Ombudsman**