

The complaint

M says it was misadvised by Harris Balcombe LLP (HB) while they were acting for him as a loss assessor. HB is represented in this case, reference to HB may include those acting for them.

What happened

M submitted an insurance claim following a fire at its business premises. M enlisted HB to assist with the claim.

The claim was declined by the insurer, although that isn't the subject of this case. This is about HB's involvement. A loss assessor isn't the same as an insurer, but they can provide assistance to claimants – and that was what M wanted here.

M says that it was during the course of this assistance that HB provided misleading advice. The alleged advice received was that the landlord of his business premises couldn't pursue him for rent due to the ongoing claim. M said this led to rent arrears.

HB says they didn't misadvise M and that the contract between M and their landlord was a matter for those two parties. So, HB couldn't get involved in any dispute that arose over rent.

M didn't agree and the case was brought to our service. An investigator here looked into the matter. They said that while HB could've been clearer in some of their communications, they weren't responsible for M's rent arrears.

M wasn't happy with that, so the case has been passed to me to decide.

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 not upholding M's complaint. I'll explain why.

I've been provided with evidence of text messages exchanged between M and HB. One of them could have given the impression that M's landlord is unable to demand rent while the claim is ongoing. But when read in context with other evidence I don't agree it was meant to be confirmation that M could legitimately withhold rent from its landlord.

The text message is dated from January 2020. And it appears M wasn't charged rent for a period of time because the following January it wrote to HB to say *"As you mentioned I have to give the landlord rent and it can not be hold any longer, I cannot afford the rent"*.

This evidences that the rent had been put on hold at least for some time. It isn't clear whether HB helped to negotiate that or not, but even if they did it was seemingly what M wanted and what M needed (because it says it was unaffordable). So, that isn't something I could hold against HB in this case.

It also shows M understood from HB that rent had to be paid.

HB have explained that while M was claiming on its insurance policy, the landlord was also claiming on theirs. I understand both claims have been declined so neither is able to provide cover for loss of rent and that's why arrears have accrued.

I appreciate this has all left M in a difficult position, but I can't consider the rent arrears to be the responsibility of HB. That seems to me to be a matter between M and its landlord.

My final decision

It is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 26 March 2024.

Will Weston
Ombudsman