

The complaint

Mr S complains that Cia Insurance Services Limited mis-sold his landlord insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- The policy included an unoccupancy condition. That meant the insurer wouldn't cover damage for a property that hadn't been lived in for more than 60 days - unless the property was inspected every seven days and, during the winter, the water supply was turned off or a continuous temperature was kept.
- As our investigator has explained, the unoccupancy condition is not unusual for these types of policies. However, given that a claim could be turned down if Mr S didn't comply with this, I think this ought to have been made clear to him in his policy documents. I've read the policy schedules for both 2021-2022 and 2022-2023, and I'm satisfied they explained that an endorsement applied to the policy, and then set out the unoccupancy condition clearly.
- When the policy renewed, Mr S told Cia that no one was living at the property and a sale had fallen through. He said he hadn't decided whether to keep it up for sale, or rent it out again. Whilst it might have been helpful for Cia to have reminded him of the unoccupancy condition, I don't think Cia would have understood from this conversation that Mr S was unaware of it. His policy had been in place with that particular insurer for a year already, and his policy schedule in the previous year had highlighted the unoccupancy condition. There was no change to this at renewal.
- If Cia had recommended a policy with a *new* insurer with their own unoccupancy condition, then I likely would have expected Cia to have asked Mr S more information about the property not being lived in, and then make him aware of such a condition. But given that the existing policy was simply renewing, and Mr S had already been made aware of that insurer's unoccupancy condition, I don't think Cia needed to do anything further here.
- Whilst I recognise my decision will disappoint Mr S, I don't find that Cia mis-sold this policy at renewal.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 December 2023.

Chantelle Hurn-Ryan
Ombudsman