

## **The complaint**

B complains that Arthur J. Gallagher Insurance Brokers Limited (trading as Intasure) treated it poorly when its insurance policies were coming to an end.

## **What happened**

B is a limited company. It held two property insurance policies, which had been arranged and renewed by Intasure for a number of years.

Intasure wrote to Mr S (a director of B) in January 2023, explaining that – due to claims – the insurer had tightened its underwriting criteria and that renewal could no longer be offered. Despite B only having two policies the letter referenced three.

Mr S said he found this confusing, because two of the policies referenced were held by B, yet the third related to a separate policy, albeit one he had knowledge of. Furthermore, Intasure had already written to invite renewal on the separate policy just a few days earlier.

Intasure explained to Mr S that they'd issued that renewal invitation prematurely and confirmed the insurer's decision that B's policies would not be renewed. Intasure said they felt the 14-day notice of this was reasonable. And they clarified that the risk was said to have been too commercial for the insurer's books, as opposed to it being claim related.

Mr S disagreed that the time period to source alternative cover was adequate and, on his request, Intasure later confirmed that the insurers had agreed to provide a 30-day extension for each of the policies, to allow Mr S more time to source replacements.

Intasure accepted that errors had been made, confusion had been caused and that – at times – their communication had been inaccurate. They apologised but seemingly felt the extension sufficiently addressed the issues raised. Mr S disagreed, so brought it to us.

An investigator here looked into the matter. They agreed that the remedial action of extending B's policies was a fair way for Intasure to have resolved the complaint. So, they didn't ask them to do anything further – for example, pay compensation.

Mr S disagreed. He said he had not complained primarily to win compensation, rather had complained to prevent other Intasure clients from suffering the same fate. He said he was lucky enough to have found a broker who suggested he seek a policy extension, so as to avoid a period without insurance. Otherwise, B may have ended up being at risk itself.

Amongst other things, Mr S said a judgment is difficult to understand if it doesn't set out what criteria the business is being assessed against. As agreement couldn't be reached, the case was 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.

I would like to begin by explaining that I have focussed on what I consider to be the heart of the matter. That means I haven't addressed every point made by B or Intasure. This isn't intended as any discourtesy to either party, rather it reflects the informal nature of what we do as a service, especially when compared to the courts.

I note Mr S accepts that his concerns about other customers and wider issues are generally outside of our remit. That is not to say we don't pass wider concerns onto the Financial Conduct Authority (FCA, the regulator), but it's for them to consider any action.

The FCA's high level principles say that businesses must pay due regard to the interests of their customers and treat them fairly. And while not specific to the circumstances in this case, the Insurance: Conduct of Business Sourcebook talks generally about renewal communications being provided in 'good time'. We also expect businesses to learn from their errors to help prevent similar issues coming up repeatedly.

Turning to this individual case, I've considered what happened alongside its impact on B.

While I appreciate the letter advising B's policies wouldn't renew also referred to a separate policy – and that some of its content was said to have been incorrect – I don't agree it was especially unclear. It said the policies couldn't be renewed, a position since maintained.

I do agree, however, that Intasure didn't really give Mr S an adequate window in which to obtain replacement cover in the circumstances. But, I also agree that allowing a 30-day extension is a suitable remedy for that. I consider that time period to be adequate for B to have sought out replacement policies. I understand Mr S's frustration that this wasn't offered from the outset, but it was offered and so the impact of not giving it up front was minimal.

Overall, Intasure was informed by the insurer that B's policies couldn't be renewed. They communicated that clearly and allowed B a 30-day extension in order to seek out new cover. So, while there were some failings, the extension was a suitable remedy for those.

### **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 B to accept or reject my decision before 30 August 2023.

Will Weston  
**Ombudsman**