

The complaint

Mr M complains that Arthur J. Gallagher Insurance Brokers Limited (trading as Intasure) treated him unfairly when it came to his insurance renewal.

What happened

Mr M had a property insurance policy through Intasure, an insurance intermediary. The insurer was a separate business. Intasure arranged and renewed the policy over a number of years and, a few weeks before the policy was due to expire, they invited Mr M to renew again for another year.

However, only days later, Intasure wrote to Mr M to say his policy wouldn't be renewed – on account of claims experienced by the insurer. Mr M said this was confusing because he'd not made any claims, and because the more recent letter referenced other policies as well.

Intasure subsequently clarified that the renewal invite had been sent in error and that the insurers decision not to renew actually related to the policies being too commercial. This only served to cause further confusion, because Mr M's policy wasn't a commercial one.

Mr M complained, in addition to the confusion, he didn't think he had long enough to find a suitable alternative – he felt Intasure ought to have provided greater notice than they did. While Mr M was looking for a replacement policy, another company suggested Intasure ought to provide an extension, to allow Mr M enough time to find suitable cover elsewhere.

Intasure agreed a 30-day extension with the insurer. But Mr M remained dissatisfied. He felt Intasure hadn't handled the matter with the respect required in the circumstances, without the extension there was greater potential he'd have been left uninsured for a period of time.

An investigator here looked into the matter, they felt Intasure had provided a suitable resolution to Mr M's complaint by agreeing a 30-day extension of the policy – in order to allow him adequate time to try and find a replacement.

Mr M didn't agree. He maintained that Intasure hadn't treated him fairly and he also made clear that he had wider concerns in relation to other customers.

As agreement couldn't be reached, 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.

Much of what Mr M has concerns about relates to Intasure's status within the insurance industry and their use of just one insurer. He feels that businesses which arrange insurance should do so from a panel, so as to enable them to find an alternative where one insurer declines renewal. Mr M says that's been his experience in the past with other policies.

But where Intasure sits within the industry, and how it operates overall, isn't really a matter

for me to pass judgment on. I'd consider that to be for the Financial Conduct Authority (FCA, the regulator). Our service focusses on individual cases and the impact a business's actions have had on their customer. We might share wider concerns with the FCA, but it would be for them to determine whether intervention is required.

In Mr M's case, it is clear that there's been confusion caused. Firstly, by Intasure inviting renewal in error, secondly by withdrawing it on the basis of claims experienced (Mr M pointing out that he hadn't made any claims) and thirdly by referring to the policy being too commercial (when it's a residential property).

Furthermore, Mr M found reference to other policies – which were for separate entities – in the same letter as his policy to add to that confusion. And he said Intasure should've offered the 30-day extension proactively, rather than it being given on request.

I agree with Mr M, he wasn't treated fairly during the renewal process. But, Intasure accepted that, apologised for it and offered an extension of the policy to minimise the impact on him. So, while things went wrong, Intasure took appropriate steps to make up for that. They didn't need to go any further than they did. And I note the extension was longer than the 14/21 days suggested by Mr M.

Ultimately, the decision not to offer renewal – including the reasons for that decision – was made by the insurer. If Mr M considers that to have been unfair, he may wish to consider making enquiries with that business. Although I see he accepts insurers are generally entitled to review their stance on a policy at renewal, just as a consumer is able to walk away and shop around – if they don't accept any renewal terms on offer.

We have a broad remit in terms of what's fair and reasonable in the circumstances of a complaint. And that includes consideration of what steps, if any, a business has already taken to put things right. In this case, the steps taken by Intasure represented a suitable resolution.

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 Mr M to accept or reject my decision before 30 August 2023.

Will Weston
Ombudsman