

The complaint

Mr H complains that Xbridge Limited didn't make clear to him that his landlord property insurance wasn't going to automatically renew. And that they penalised him for asking if a claim for his roof might be covered.

What happened

Mr H had insurance through Xbridge. Shortly before renewal in August 2022 he asked whether some roof repairs would be covered. Because there was a potential claim, Xbridge said the renewal terms might need to change, so they cancelled the automatic renewal.

The policy didn't renew. When Mr H discovered that to be the case, he said he'd been treated unfairly and had been left without insurance cover.

An investigator here looked into the matter, and said Xbridge had been reasonable in their communication with Mr H and therefore he ought to have been aware that his policy wasn't going to be automatically renewed.

Agreement couldn't be reached, so the case has been passed to me to decide. Earlier this month I explained the following to Mr H:

Your case appears to me to be quite straightforward. Xbridge didn't renew your insurance policy, they're entitled to make that decision. Even if Xbridge made that decision, because you

made an enquiry about a potential claim, then that's also something they're entitled to do. And if they said your premiums may increase - regardless of whether or not a claim went ahead - then, again, that's also acceptable.

So, not only have they made a decision they're entitled to - I don't see how you have lost out.

Ultimately, insurers don't have to offer renewal and they may offer renewal on different terms than the previous year. Just as consumers don't have to accept renewal terms, if they're no longer happy with them, or with any changes. They can shop around instead.

Mr H didn't agree, he said we believed him to have done something wrong and that he had incurred a loss because he'd had to pay for the roof repairs himself.

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 spoke to Mr H about his case and he said he maintained that he had been treated unfairly. He also said he wanted a swift resolution because he remained uninsured.

I've thought about everything very carefully but I still feel Xbridge weren't unfair in their advice to him. Mr H could've pursued the claim if he'd wanted to, and if it had been agreed

as covered he wouldn't have incurred a loss. Indeed, he may still be able to pursue the claim now if he wishes to do so – although there's no guarantee it'll be accepted.

If the claim had ended up being fairly rejected then Mr H would still have had to cover the repair costs himself.

But, ultimately, his policy was up for renewal and the roof damage meant the perceived risk had changed, so Xbridge were reasonable in saying that could change any offer of renewal. I don't believe that was a way of trying to put him off claiming or unfair because it's how the process works throughout the industry – and until a contract is formed it will always be able to be changed.

I'd like to be clear that I don't think Mr H has done anything wrong. I understand why he was aggrieved by the sequence of events explained, but I don't think Xbridge did anything wrong either so I'm not able to uphold his complaint.

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 H to accept or reject my decision before 27 July 2023.

Will Weston
Ombudsman