

## **The complaint**

Mr I is a solicitor trading as S. S complains about what Axis Specialty Europe SE did at the renewal of its professional indemnity policy.

## **What happened**

S has professional indemnity insurance with Axis which was due for renewal at the start of October 2023. Axis said it wouldn't be offering renewal terms. S said the claims summary Axis provided was incorrect as two claims showing as open should be closed. S's broker agreed with Axis that cover would be extended until the end of October and sent it information about the claims. As no response was received it sent a reminder on 30 October.

At that point S's cover entered an extended policy period (which gave it more time to arrange alternative cover and meant it could continue to practice as usual). Axis advised in early November it thought the claims summary was accurate based on the available information. And it advised what it would need in order to make changes. S provided further information and Axis confirmed on 17 November one claim would be closed. It thought another was correctly recorded as open. It thought the time taken to review this was reasonable though accepted it should have kept S's broker updated with what was happening.

Our investigator agreed the claims summary Axis initially produced was correct based on the information it had available to it. But she thought it should have reviewed the information provided by S and requested additional details sooner than it did. However, even if it had she thought it likely S would still have entered the extended policy period. But she said Axis should pay S £300 in recognition of the inconvenience it had been caused.

Axis accepted her outcome. S didn't agree. It provided emails from earlier in 2023 and said if Axis had responded to these the claim issue would have been resolved prior to the summary being circulated to other insurers. And it said trying to obtain subsequent renewal quotes was made more difficult because the firm was then within the extended policy period which meant other insurers were reluctant to offer cover. It thought the claims summary should have been corrected prior to policy expiry and not doing so meant an incorrect impression of the firm was given. S also set out concerns about more recent actions of Axis including not responding to further requests for an extension to cover. So I need to reach a final 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.

I've thought first about whether the claims summary Axis produced was accurate based on information it should reasonably have had available to it. S argues if Axis had followed up on email correspondence from June 2023 it would have been able to close an open claim prior to that summary being produced. And it does appear that S sent a court order relating to this claim to Axis in June 2023 and I can't see that Axis responded to that.

But from later correspondence it appears the reason Axis subsequently agreed to close this claim was because it was by then clear most of the sums due under the order had been paid and a written appeal hadn't been pursued. I don't think the position on that would have been clear in June 2023 so I think it unlikely the claim would have been closed at that time.

So I think it likely this claim would still have shown as open on the summary Axis produced at policy renewal. S suggests that caused other insurers to decline to offer renewal terms but I haven't seen other evidence of that. And I'm mindful of the fact that, even after review, one of the claims in dispute remained open. That might in itself have caused concern for other insurers. In any event I've already concluded the claims summary was correct based on the information that Axis should reasonably have had available to it. And I don't think it's responsible for the decisions other insurers took.

I've gone on to consider whether there was delay by Axis in reviewing the information S provided on 9 October 2023. It didn't provide a response to that until the start of November. I think it would reasonably have required some time to review the claims in question but I think that process has taken too long. And, in addition, no updates were provided to either S or its broker while this review was taking place.

S says as a result it was only able to seek quotes on the basis of an updated claims summary after it had entered the extended policy period. And that made it more difficult for it to find alternative cover. Again, I haven't seen clear evidence in support of that. However, Axis needed to review the existing claims and to seek further information from S (which I think was reasonable). Given that it seems unlikely an updated claims summary would have been provided before S's existing cover expired at the end of October 2023. As a result I think S would always have needed to seek alternative quotes having entered the extended policy period; I don't think that's come about because of anything Axis got wrong.

However, I do accept the delay in providing the updated claims summary (and not providing updates during October 2023) will in itself have caused S inconvenience. But I think the £300 our investigator recommended is a reasonable way of recognising the impact on S of that. And while I appreciate S has further concerns about what's happened more recently, I'm only considering in this decision events covered in the final response Axis issued on 20 December 2023. If S wants to complain about what happened after that it will need to raise those matters with Axis in the first instance. And it can then refer them to us as part of a fresh complaint if it's unhappy with any response Axis provides.

### **My final decision**

I've decided to uphold this complaint. AXIS Specialty Europe SE will need to put things right by paying S £300. Under the rules of the Financial Ombudsman Service, I'm required to ask S to accept or reject my decision before 10 May 2024.

James Park  
**Ombudsman**