

## **The complaint**

Mr and Mrs W complains BISL Limited didn't offer them a home insurance renewal.

Mrs W and Mr W are both complainants. Mrs W has been the main correspondent for the complaint, so for ease of reading I only refer to her.

## **What happened**

As an insurance broker, BISL arranged home insurance for Mrs W. The policy it arranged was provided by a separate insurer, Insurer A.

In mid-May 2024 BISL wrote to Mrs W to inform her policy would not be renewing that year, as it had withdrawn the home insurance policy she held. BISL explained Mrs W would be covered until the end of her current policy, July 2024, but would need to find new cover.

As Mrs W had a six year on going subsidence claim, under her Insurer A policy, she was concerned she wouldn't be able to find new cover. She complained to BISL. In response BISL said it was unable to offer a renewal. It said it couldn't disclose why as the information is business sensitive, but it could result from various factors taken into account by insurers. It said it had raised Mrs W's concerns internally and with Insurer A, but was unable change the decision not to offer a renewal. It was also unable to find a policy for her from amongst its panel of insurers.

Unsatisfied with that outcome, in June 2024, Mrs W referred her complaint to the Financial Ombudsman Service. She said she was concerned she will be without insurance when her Insurer A policy expired the following month. She wanted the cover to continue until the subsidence claim completed. Mrs A later managed to find new cover, but for an increased premium - around £1,500 against the £750 she paid for the previous policy. She asked to be compensated for the extra cost.

Our Investigator didn't uphold the complaint. She said it was Mrs W's insurer, Insurer A, rather than her broker BISL, who had decided not to offer a renewal. She was satisfied BISL had tried to find Mr W cover from amongst its panel of insurers, but had been unsuccessful. The Investigator wasn't persuaded BISL had treated Mrs W unfairly or acted unreasonably. As Mrs W didn't accept that outcome the complaint 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mrs W and UKI have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted to this Service.

It can be difficult for those, with a history of or ongoing subsidence claim, to find cover. For this reason the Association of British Insurers (ABI) has issued guidance to insurers. One relates to the continuation of cover for properties with a history of a subsidence claim. The other to continuation of cover for properties with ongoing repair claims. These are intended to ensure, as far as possible, those with subsidence history and ongoing claims can access cover.

The guidance is, strictly, for providers of insurance contracts, not intermediaries arranging insurance like BISL. But on a fair and reasonable basis, in this instance as a broker offering products from a single insurer, I consider there was some expectation for it to take reasonable steps to try to find continuing cover for Mr W – as a policyholder with an ongoing subsidence claim.

BISL's explained the actions it took. It referred Mrs W's concerns to Insurer A. Unfortunately, there wasn't a change in the decision not to offer a renewal. It couldn't find an alternative insurer for her.

BISL's made a reasonable point that even if it could have found one, there's no guarantee the premium offered would have been competitive (in comparison to Mrs W's new charge for cover). Unfortunately, a history of subsidence often results in a higher premium. So even if I felt it should have done more to find her an alternative insurer, I couldn't fairly say it doing so would likely have resulted in her being better off financially.

An alternative approach might have been for BISL to provide Mrs W with cover itself. But I wouldn't expect it, as an intermediary rather than a provider of insurance, to do that. It would be something very much outside of its usual line of business.

I accept the situation caused some distress for Mrs W, and that she is unfortunately paying more for cover now. But I'm satisfied BISL took reasonable steps to try to find cover for her. For that reason, I'm not going to require it to pay any compensation or to do anything differently.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 15 April 2025.

Daniel Martin  
**Ombudsman**