

The complaint

B, a limited company, complains BROWN & BROWN INSURANCE BROKERS (UK) LIMITED trading as Alan & Thomas Insurance Group (ATIG) failed to provide key policy documents which led to a claim made to their insurer being declined.

B is represented by Mr E, and I'll refer to both in my decision.

What happened

In June 2023, a fire broke out which caused damage to a buildings plant and other property. B made a claim under their public liability policy which was rejected. The insurer said B hadn't complied with the policy requirements when undertaking the work.

B had placed their insurance through ATIG, and they complained ATIG's handling of the renewal had led to them not being covered by their insurer. B also complained ATIG hadn't acted on instructions to add a steel portable building to the insurance policy. ATIG considered B's complaint and responded in February 2024.

ATIG acknowledged they didn't send the policy renewal paperwork when the policy renewed in November 2022 but relied on a document issued to B in December 2022. This document said the terms and conditions hadn't changed, unless noted. It also said B had a requirement to comply with terms previously highlighted and noted particular attention needed to be drawn to the fire precautions condition. ATIG noted they hadn't acted on instructions to add the steel building and apologised for this. They said B ought to have been aware of this as no invoice or policy documents had been issued in relation to this. ATIG didn't uphold B's complaint.

Unhappy with ATIG's response, Mr E referred B's complaint to the Financial Ombudsman Service. B's concerns were considered by one of our investigators who said whilst the full renewal documentation hasn't been provided, there was documentation which confirmed there was a continuation of the existing terms unless specified otherwise, and also drew attention to the Fire Precautions conditions relied on by the insurer when declining the claim. Our investigator said she didn't consider ATIG should cover B's claim as they asked.

Mr E said the managing director of B acknowledged paperwork wasn't his "forte" so relied on the representative from ATIG to highlight important sections of the policy terms. Our investigator didn't reach a different conclusion, so this 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.

In the first instance, it's accepted ATIG didn't send the renewal documentation when the policy renewed in November 2022. And it's not in dispute that these documents should have been provided.

However, what I can see is a number of documents were sent to B on 2 December 2022 by email. This email was sent to B, at the same email address they provided to us in relation to their complaint and had been used in previous exchanges with ATIG so I'm satisfied it was a correct email address to use. There were a number of attachments to this email which said it was in relation to B's commercial insurances 2022 renewal. There are a number of documents attached to this email, relating to different policies held by B with different insurers.

One of these documents was labelled "Contractors Combined Quote Schedule". This document was in relation to the policy B went on to claim under following the fire. At the top of this document, under the heading Renewal Terms applicable it says:

"This renewal is subject to compliance with the following terms and conditions, which are fundamental to the operations of the insurance. In the event that a term or condition is breached then (insurer) reserves the right to withdraw cover, or cancel or suspend cover or alter the terms and condition of cover effective from renewal or the expiry of any time period specified:

- The continuance of all existing terms and conditions unless specified elsewhere in this letter...*
- The terms and conditions of our Construction Select policy wording – a copy of the clauses, Policy Overview and Policy Wordings are available to download at (link) Particular attention is drawn to the Fire Precautions conditions contained within the standard wording."*

Whilst the renewal documents weren't provided, I consider ATIG provided B with information at the time of renewal which made B aware of the fact there was a continuance of the existing policy terms. And I'm also satisfied B was asked to directly refer to the Fire Precautions conditions, which is what the insurer relied on when declining the claim. This information was prominent in the attachment, in the top third section of the first page.

So, like our investigator I'm not persuaded ATIG failed to draw B's attention to the key information in relation to the fire precautions as Mr E has suggested. I appreciate B has experienced some inconvenience and worry as a result of the incident that led to the claim, but overall, I consider ATIG did provide sufficient documentation (albeit not the full renewal documents) to draw attention to a key condition in the policy. I'm not going to require ATIG to cover the cost of B's claim as they've asked.

Mr E has raised other concerns around ATIG's handling of B's insurance concerns, such as the insurance for a steel building damaged in the fire that wasn't on cover and separate concerns about vehicles added to a motor fleet policy. Our investigator outlined the issue with steel building was covered by another policy but the issue about the motor policy wasn't raised with us. I appreciate for B these all add up to failures on ATIG's part and I agree there's been some oversight. But for the reasons I've given, I'm satisfied documentation was provided to B to draw attention to the fire precaution conditions at the time of renewal.

My final decision

My final decision is 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 16 January 2025.

Emma Hawkins
Ombudsman

