

The complaint

Miss W complains that Gresham Insurance Company Limited (“Gresham”) ceased providing cover and failed to communicate effectively under her home buildings insurance policy.

What happened

Miss W suffered a serious accident in 2021. As a result, she’s been unable to live at her home. She contacted Gresham in 2021 to inform it her property would be unoccupied. Her policy was updated, and exclusions were confirmed relating to this.

Miss W says her policy was transferred to a new provider in June 2023. Confirmation of this was sent by post to her home. She didn’t see this as she wasn’t living at home. In the summer of 2024 Miss W noticed her usual monthly payment hadn’t been collected. She then learnt her policy hadn’t been renewed in August. A letter explaining this had been sent to her home address in June. But again, Miss W says she didn’t see this as she wasn’t living at home due to her poor health. She asks Gresham to reinstate her policy.

In its final complaint response Gresham says Miss W informed it of her circumstances in April 2021. This was discussed again in September. It says she made no request to update her mailing address on either call. Following this renewal documents were sent in June 2022 and July 2023. It says no mail was returned and Miss W didn’t inform it this information wasn’t received.

Gresham says it’s the policyholder’s responsibility to ensure contact details are correct and up to date. All mail is sent to the confirmed address unless the policyholder requests otherwise. The business says its underwriting criteria means it’s unable to offer cover in Miss W’s circumstances.

Miss W didn’t think Gresham had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He says it’s for the business to determine what cover it’s prepared to offer. It wasn’t prepared to cover Miss W’s unoccupied property for a further policy term. But he didn’t think this was unfair.

Our investigator says Miss W hadn’t asked for Gresham to use a different contact address or method of contact. He noted she had several years to ensure she was receiving documentation relating to her insurance.

Miss W responded to our investigator’s findings from November 2024, asking for more time to respond. Further time was allowed for her to provide her comments and information. Miss W responded to say she needed more time on several more occasions. The last response was on 27 March 2025, again asking for more time to respond.

As an agreement wasn’t reached, and we hadn’t received a substantive response from Miss W, the complaint has been passed to me to decide. I’m satisfied Miss W has been given sufficient opportunity to provide her comments and evidence to support her complaint.

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.

Having done so I'm not upholding Miss W's complaint. I'm sorry to hear about her poor health. This must be a very difficult time for her. But I'll explain why I think my decision is fair.

It's for Gresham to decide the risks its prepared to cover and at what price it sets its premiums. This isn't something the Financial Conduct Authority regulates on, and it's not something we can interfere with. But I can consider whether Gresham treated Miss W fairly. This means applying its underwriting criteria consistently as it would with any other customer in these same circumstances. We expect it to communicate effectively and ensure its policyholders are in an informed position to be able to obtain appropriate cover. I've focused on whether Gresham treated Miss W fairly when considering these points.

I've listened to the call Miss W had with Gresham's agent in April 2021. This lasts just over forty minutes. Miss W explains her circumstances. The agent explains that restrictions apply for unoccupied properties. The restrictions can be removed for an additional premium. The agent explains that this comes with the requirement for a weekly inspection of the property. Miss W's circumstances and the cover options are discussed at length. There's no mention of a different correspondence address. The call ends after Miss W says she will have to consider her options.

Having listened to this call carefully I think Gresham's agent acted professionally and provided clear information to Miss W. A lot was discussed, and this was led by Miss W particularly around her inability to arrange a weekly inspection of her home. As well as the cost of the cover. Miss W does explain that she wasn't living at the property and wasn't sure when she'd be able to return. She didn't mention changing her correspondence address or contact method. But in these circumstances I think the agent could've queried this point.

Having said that, this call was from April 2021. It wasn't until 27 June 2024 that Gresham wrote to tell Miss W it was no longer offering cover. So, she had over three years to let it know she wasn't receiving mail sent to her insured address. The letter sent in June confirmed Miss W's policy was going to expire at its renewal date on 3 August. A telephone number and web address was provided for a specialist insurer dealing in unoccupied properties. I think it was reasonable that this information was included to assist Miss W. She then had around five weeks from the date of this letter to seek alternative cover.

Several policy renewals occurred during the three years between Miss W's call in April 2021 and the expiry of her policy in August. From what I've seen she didn't contact Gresham to change her correspondence address. Renewal documentation had previously been sent by mail. So, Miss W was aware that information was being sent at renewal. I think she could reasonably have informed Gresham to use a different address if she wasn't able to receive mail from her home address.

I note from her submissions that Miss W refers to using a mail redirection service for a period. She didn't have this in place for the full period she wasn't living at her home. But this shows she was aware of the need to redirect her mail. I'm sorry she's been poorly, and I wish her a full recovery. But I think Miss W should reasonably have been aware that she needed to change her correspondence address with Gresham. Alternatively, she could've instructed it to send all correspondence by email. From what I've read she didn't see any renewal documents for several years. This should reasonably have alerted her to contact Gresham.

As discussed the cover an insurer is prepared to offer is a commercial decision for it to make. I've seen Gresham's underwriting criteria, which confirms it wasn't able to provide cover in Miss W's circumstances. I can't share this in full as it's considered commercially sensitive. But although I'm sorry Miss W had to seek an alternative provider, Gresham has shown that it applied its underwriting criteria correctly. So, I don't think it treated her unfairly here.

Miss W was sent a letter explaining the change of policy administrator. For the reasons I've already explained I don't think it was unreasonable for this to be sent to her policy address.

Having considered all of this, I don't think Miss W was treated unfairly by Gresham. Its agent could've asked about a change of correspondence address during the call in 2021. But Miss W had several years in which to update her details. She didn't do this. So, I don't think it was unfair for Gresham to write to her home address to confirm its change in underwriting approach. Miss W had to find alternative cover. So, although I understand this wasn't welcome news, Gresham isn't required to provide cover indefinitely. It gave sufficient warning and assistance to allow Miss W to make alternative arrangements when its underwriting criteria changed. So, I don't think it needs to do anything further in response to her complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 20 May 2025.

Mike Waldron
Ombudsman