

The complaint

Miss P complains about Allied World Assurance Company (Europe) dac's decision not to offer a renewal of her landlord's insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Miss P had an insurance policy underwritten by AWAC to cover a property she owns and rents out.

AWAC decided not to offer renewal of the policy in 2023 because the policy had been unoccupied for a number of years following a previous claim (which was handled by a different underwriter).

Miss P complained to AWAC but they maintained their decision not to offer renewal. So, she brought her complaint to us.

Our investigator looked into it and didn't think AWAC had done anything wrong.

Miss P disagreed and asked for a final decision from an ombudsman.

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.

There's no dispute in this case about how long the property has been unoccupied.

AWAC have provided evidence that they do not provide insurance for properties that have been unoccupied for more than a year.

That's a decision for them. They are entitled to determine what risks they are willing to cover. It's not unusual for some insurers to decline cover or renewal for properties that have been unoccupied for a given period of time.

In short, AWAC have not acted unfairly or unreasonably towards Miss P in their decision not to offer renewal. They have simply applied their standard underwriting criteria, which reflect their unwillingness to take on the greater risk related to properties that are unoccupied for extended periods.

I understand that Miss P has been put in a difficult position due to circumstances not entirely within her own control – and she has my sympathy. However, it can't be our role to force insurers to offer cover which is beyond their risk appetite.

I know Miss P has expressed some concerns about the communications around the renewal. The responsibility for those communications lies with the broker, not AWAC.

My final decision

For the reasons set out above, I don't uphold Miss P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 24 July 2025.

Neil Marshall
Ombudsman