

## The complaint

Miss S has complained that Intact Insurance UK Limited (Intact) didn't renew her home insurance policy that meant it didn't later deal with a claim.

#### What happened

Miss S took out a policy with Intact in October 2023. In April 2025, Miss S made a claim under her policy for a fire in her home. Intact assessed the claim and told her she didn't have cover in place as her policy hadn't renewed in October 2024.

When Miss S complained, she said the policy had been cancelled without any notification or warning. Her account had also shown her policy as active. This had meant her fire claim hadn't been dealt with. When Intact replied, it said when Miss S took out the policy, she didn't select auto-renewal. It had written to Miss S to let her know her policy was up for renewal and that she would need to contact Intact to make the payment for the renewal to go ahead. Miss S had also selected for documents only to be sent via email and the online portal. As it didn't hear from Miss S, the policy lapsed. It offered £150 compensation because it accepted that the ability to access the portal to make a claim could have been clearer.

Miss S complained to this Service. Our Investigator didn't uphold the complaint. He said Intact had provided evidence to show it had sent the renewal invitations and a cancellation notification to Miss S by email and to her online account. Miss S had set her policy not to automatically renew. He said it was reasonable for Intact not to accept the claim. The policy had been cancelled and no payment had been made by Miss S for cover. He said Intact had acted reasonably.

As Miss S didn't agree, the complaint was referred to me.

#### 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 don't uphold this complaint. I will explain why.

Miss S has said the first time she was told her home insurance had been cancelled was when she tried to make a claim under the policy, which was several months after the renewal date. Intact told Miss S told Miss S she had been sent renewal documents, but as the policy was set not to automatically renew, and she hadn't got in contact to make a payment, the policy hadn't renewed. So, I've looked at what happened to see if Intact should have renewed the policy and accepted the claim.

Miss S found the policy through a price comparison website. Intact has explained that when a policyholder pays for a policy monthly by direct debit, the default is automatic renewal. It has provided a screenshot that shows this is explained to policyholders. This also showed that information was provided about switching off auto-renewal and a link to turn it off. Based

on what I've seen, I'm satisfied that auto-renewal needed to be opted out of by the policyholder. I've also listened to a phone call between Miss S and Intact on the day she made the claim for the fire. In that call, Miss S confirmed she hadn't spoken to Intact when she took out the policy or at any other point until she phoned about the claim. Miss S said she wouldn't have opted out of auto-renewal as she always wanted policies to automatically renew. But based on everything I've seen, I'm satisfied it was Miss S who opted out of auto-renewal, rather than it being the result of Intact's actions.

I've also looked at the policy documents Miss S was sent when she took out the policy. These listed Miss S's email address as one beginning with "I" and is the same as the email address provided to this Service. The documents also included a statement that said:

#### "Renewing your policy

Your policy won't automatically renew at your next renewal, which means if you do want to stay with us, you'll need to let us know.

We'll write to you before your next renewal date to let you know the price and terms and conditions for the following year. You'll need to let us know if you want to continue your cover, otherwise you'll no longer be insured with us.

If you'd rather your policy did automatically renew, you can opt in at any time by contacting us."

So, I'm satisfied Intact provided Miss S with the email address it held in its records, which she had provided, and that it told Miss S the policy wouldn't automatically renew.

I've also looked at what happened at renewal. Intact's records showed that, on 27 August 2024, it sent Miss S an email, and a message via the online portal, inviting her to call Intact to renew her policy. On 20 September, Intact contacted Miss S by email and through the portal to remind her the policy was due to renew and explaining how to make a payment for it. Intact contacted Miss S again, by email and through the portal, on 3 October 2024 to say the policy had been cancelled.

As part of Intact responding to Miss S's complaint, it provided screenshots from its records of the communications it had sent. Miss S has said that if this is put against a dark background, this revealed that they were multiple screenshots stitched together to appear as a single, cohesive image. She has said this undermined the credibility of Intact's evidence and raised concerns about possible fabrication. However, I'm not persuaded by this. Intact provided Miss S with this information because she had requested it. From what I can see, the only way to provide Miss S with the information from its systems was by taking screenshots of it. The screenshots confirmed the method of delivery, the email address they were sent to and a list showing the purpose of each policy renewal communication and the dates on which they were sent. I've not seen anything to show that Intact was doing anything other than providing information held on its systems in response to her request.

Miss S has also provided photos of an email inbox to show she didn't receive any emails from Intact on the dates it said it had sent her information about her renewal. I can't see from those photos what email account these are photos of. However, if I accept that it is the email account Intact had in its records, this still doesn't show me that Intact didn't send the emails. For example, it doesn't show me that the emails hadn't been deleted at some point after they were received or that, instead of going to Miss S's inbox, they instead went to her junk mail.

When Miss S spoke to Intact about the claim, the claim handler discussed the claim with her. During the call, the claim handler identified that there was no current policy in place, so he

transferred Miss S to someone else at Intact to discuss this further. At the start of the second call, Intact and Miss S discussed her email address. Intact said the email address it held was the one starting "I". In response to this, Miss S said her email address had changed a while ago because it was full and she wasn't receiving any more emails to it. So, Miss S updated her email address to a different one. During that call, Intact and Miss S discussed that she hadn't previously updated her details, which meant Intact wasn't aware she used a different email account. So, having thought about this I think this also suggests that Miss S was unlikely to have seen the renewal notices. However, this wasn't down to the actions of Intact because it didn't know Miss S had changed her email address. I'm aware Miss S has said she then received the cancellation notifications in April 2025, which suggested to her that they hadn't previously been sent. However, during this phone call, the call handler said that once she had updated Miss S's email address, the cancellation notice would be re-sent. So, I think the cancellation notice being sent in April was in line with what Intact said would happen.

Miss S has also said the online portal indicated she had a live policy and this only changed when she tried to make the fire claim. She provided a screenshot showing the 2024-25 policy link. However, I note the screenshot didn't show anything about the status of that policy, such as whether it was live. Miss S had also received communications about the 2024-25 policy renewal through the online portal. So, I don't think it's that surprising that there was a link to it on the portal. I've not seen evidence the online portal showed that the 2024-25 policy was live at any point.

Miss S has also said the claims handler and the online portal had indicated that her fire claim had been accepted. I listened to Miss S's phone call with the claims handler. During the call, they discussed details of the claim and a possible move to temporary accommodation, but I didn't hear the claims handler say the claim had been accepted. The screenshot Miss S provided of the online portal also showed the claim as "open", but that didn't mean it had been accepted. I've not seen evidence that Intact accepted the claim. But, even if it had, Intact could still have declined the claim if it then identified that the policy hadn't renewed.

Intact also paid Miss S £150 compensation because of any confusion about the policy status and claim submission. However, it noted that it had told Miss S the policy had been cancelled. I think that was fair in the circumstances. I'm aware Miss S said Intact then sent her an unsolicited cheque, which she considered an attempt to try and close her claim or complaint. However, I think it's fairly common for an insurer to pay the compensation it has offered in response to a complaint, even where a policyholder hasn't accepted it.

So, having looked at what happened, I think it was reasonable that Intact didn't accept the claim. There was no policy in place and this wasn't down to the actions of Intact. As a result, I don't uphold this complaint or require Intact to do anything else in relation to it.

### My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 27 November 2025.

Louise O'Sullivan

# Ombudsman