

The complaint

Mr L has complained that Ashwood Law (General Insurance Services) (AL) failed to notify it and arrange a home insurance policy at renewal. Mr and Mrs L have discovered they did not have insurance cover when they contacted AL to report water damage in 2024.

Mr L is the lead complainant so I will refer to him on behalf of Mr and Mrs L in my decision.

What happened

Mr L told us that AL has arranged their home insurance policies since 2001. He said up until 2023, they received a renewal invite in good time and had been happy with the service previously provided.

In April 2024 Mr L discovered water damage to their home and contacted AL. Mr L said it was then that he realised they hadn't received renewal documents in 2023. But AL produced a policy schedule showing insurance cover from May 2023 to May 2024 and assured Mr L that insurance was in place.

Mr L continued to chase AL for help with their claim and provided an estimate for the repairs, but didn't receive a meaningful reply. Mr L contacted the insurer and discovered insurance hadn't been in place since May 2023, contrary to the schedule and assurance provide by AL.

As the renewal date was approaching in May 2024, AL said it sent Mr L a renewal invite. But Mr L didn't receive this and didn't receive any further information, despite requests to AL.

Mr L said AL agreed to appoint a Loss Adjuster (LA) to inspect the damage to provide a scope of works. But this didn't happen.

Mr L complained to AL, which it acknowledged but didn't provide a final response. Mr L asked us to look at his complaint. He says they have taken out alternative insurance elsewhere. But Mr L says they have had to pay significantly more due to the unresolved situation with the leak in their kitchen, and the fact the works have not been completed.

AL didn't provide the information we asked it for to investigate the complaint. In the absence of AL's response, the Investigator made the following recommendations:

- AL should appoint and pay for a Loss Adjuster to visit the property to inspect the damage and ascertain if this claim would have been covered by the policy which would have been in place if it was renewed.
- If the claim would've been covered based on the policy terms, AL should pay Mr and Mrs L an amount equivalent to the cost of repairs at the amount the insurer would've paid as a settlement of the claim.
- Pay Mr and Mrs L £400 compensation for the distress and inconvenience it has caused.

AL acknowledged the Investigator's view and said it didn't agree. AL said it would provide further information. As we haven't received any further information from AL, the 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.

Mr L has provided a copy of an email response he received from AL on 29 August 2024. This reads;

"I have not handled this well and any pressures here are quite rightly not your concern. I have asked (name inserted here of Loss Adjuster) to contact you and arrange a site visit to agree a way forward with repairs.

I am back in the office Monday so happy to liaise with you then. Your complaint is acknowledged and I will process ahead of FCA guidelines."

This email shows that AL was aware of Mr L's concerns and complaints. But I haven't seen any evidence to show it took action to resolve those concerns.

I have relied on the information provided by Mr L to reach a decision. AL have been given multiple opportunities to respond and comment on the Investigator's view. In the absence of any information about Mr and Mrs L's complaint from AL, I agree with the Investigator's recommendations. AL hasn't shown it acted reasonably. From the information available, AL failed to arrange renewal insurance in May 2023, and failed to respond to Mr L's concerns about their claim and future insurance.

I find this unreasonable and so I am upholding the complaint. I've no doubt discovering they were not insured at a time when having to deal with a claim has caused distress and inconvenience, and not receiving meaningful responses from AL to progress matters has caused unnecessary worry and disruption for Mr and Mrs L. For this, AL should pay compensation of £400.

My final decision

My final decision is that I uphold this complaint. I require Ashwood Law (General Insurance Services) to do the following:

- Within 28 days of my decision, appoint and pay for a Loss Adjuster to visit Mr and Mrs L's home to inspect the water damage in line with the terms of the policy Ashwood Law produced a schedule for assuming insurance was in place from May 2023.
- If the claim would've been covered based on the policy terms, Ashwood Law should pay Mr and Mrs L an amount equivalent to the cost of repairs at the amount the insurer would've paid as a settlement of the claim.
- Ashwood Law should not deduct the equivalent premium from any settlement. This is to reflect the overall compensation award in this case – and to take into account the increase in premium Mr and Mrs L have most likely had to pay due to a gap in cover and having an unresolved claim.
- If Mr and Mrs L have paid for any interim repairs, Ashwood Law should reimburse them for these repairs and pay interest at a rate of 8% simple interest a year from the date of payment to the date of reimbursement, subject to reasonable proof.
- Pay Mr and Mrs L £400 compensation for the distress and inconvenience it has caused.
- Ashwood Law (General Insurance Services) must pay the compensation within 28

days of the date on which we tell it Mr and Mrs L accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

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

Geraldine Newbold
Ombudsman