

The complaint

Mrs M has complained about the way Xbridge Limited trading as Simply Business sold her a landlord insurance policy.

What happened

On 28 July 2022 Mrs M looked for quotes on a price comparison website for a landlord insurance policy. She was referred to Xbridge, an intermediary. She answered various questions as part of the quotation process. One question asked whether she'd ever had a county court judgment (CCJ). She answered "No".

Mrs M accepted a quote and paid for the policy. The policy started on 12 August 2022 and was renewed in 2023.

In early 2024 Mrs M made a claim under the policy after her property suffered serious water damage. After investigating the claim, the insurer discovered that Mrs M had had a CCJ. It said that she should have disclosed this before taking out the policy. As she hadn't done so, the insurer voided the policy (treated it as though it had never been in force) and stopped dealing with her claim.

Mrs M complained to Xbridge. She said she'd been on an internet comparison site and wasn't clearly made aware of the point when she was transferred to Xbridge's website. She believed the policy had been mis sold as she hadn't been able to see the Statement of Fact (a summary of the important information the insurer had relied upon in offering the policy) until after the sale had been completed. She thought this was in breach of the Financial Conduct Authority's e-commerce rules.

Xbridge said that it had sent Mrs M an email shortly after the sale, explaining how to set up an online account which would give her full access to her policy documents, including the Statement of Fact. It thought she'd had sufficient time to do this before the policy started. Xbridge also said it had emailed Mrs M 21 days before the policy was due to renew and that email included a link to the policy documents, including the Statement of Fact.

Mrs M brought a complaint to this service. Our Investigator didn't think Xbridge had treated her unfairly. As Mrs M disagreed, the matter has been 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.

Firstly I want to explain that the decision to void the policy wasn't made by Xbridge. That was the insurer's decision and I see Mrs M has made a separate complaint about that.

I'd also like to point out that this service isn't a regulator. So it's not part of my role to say whether Xbridge has breached regulations. My role is to consider whether Xbridge has treated Mrs M fairly and reasonably and if not, what it should do to put things right. In doing

so I have taken into account various laws and regulations, including the ICOBS regulations referred to by Mrs M.

As this is an informal service, I'm not going to respond to every point that's been raised. Instead I'll focus on those I think are key to the issue in dispute. But I'd like to reassure both parties that I've considered every submission. Having done so, I'm not going to uphold this complaint. I'll explain why.

Xbridge acted as an intermediary for this policy and didn't advise Mrs M to buy it. That means Xbridge was required to provide clear, fair and not misleading information about the cover so that Mrs M could make an informed choice as to whether the policy was suitable for her.

I've seen copies of the screens Mrs M would have seen when she bought the policy. The price comparison website made Mrs M aware of the need to answer questions accurately and warned that if she didn't, her policy might be cancelled. Even though Mrs M wasn't on Xbridge's website at this stage, I think this warning about the possible consequences of not answering questions correctly was sufficiently clear. I don't think Xbridge treated her unfairly by not repeating the warning after she was transferred to its website.

During the online quote process Mrs M was asked whether she had ever been the subject of a CCJ. She selected the answer "No". I think this was a clear question which Mrs M answered incorrectly.

I've considered Mrs M's argument that before she bought the policy, she was unable to read the Statement of Fact setting out the information she'd provided. But I don't think that means she was treated unfairly. The documentation was made available to her at least 9 days before cover started. One of these documents was the Schedule which asked Mrs M to review the Statement of Fact and let Xbridge know of any inaccuracies. It said if any of the facts weren't correct, she might not be covered if she made a claim. One of the facts was that Mrs M had never been the subject of a CCJ. So although Mrs M wasn't able to see the Statement of Fact until after the policy had been purchased, she still had ample opportunity to correct the Statement of Fact before cover started. I don't think it's Xbridge's fault if she didn't take up that opportunity.

Before the time of the 2023 renewal Mrs M had plenty of time to access the Statement of Fact. Again, it was for her to check the information and point out anything that wasn't correct. As she failed to do so, I don't think Xbridge can fairly be held liable for the consequences that flowed from that.

I appreciate that Mrs M is unfortunately in a very difficult situation. But I am not persuaded that Xbridge treated her unfairly or unreasonably with regard to the original sale or the subsequent renewal of the policy. It provided a quote based on the information it had been given. I think the question Mrs M was asked about any CCJ was clear. I can't hold Xbridge responsible for the inaccurate information that was passed to Mrs M's insurer and the later voidance of her policy. I also think the information it gave her about the cover was clear, fair and not misleading.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 9 March 2026.

Elizabeth Grant
Ombudsman