

## **The complaint**

Mrs S complains that Hiscox Insurance Company Limited turned down her buildings insurance claim.

## **What happened**

Mrs S held buildings insurance cover with Hiscox. In 2023, she made a claim for damage to the roof of her property. She'd had insulation work carried out a few years earlier, but this hadn't been done properly and had led to the roof timbers becoming rotten.

Hiscox turned down the claim and said the policy excluded damage caused by rot, as well as faulty workmanship or design. Unhappy with this, Mrs S brought a complaint to the Financial Ombudsman Service.

Our investigator didn't recommend the complaint be upheld. She thought it had been reasonable for Hiscox to say the claim was excluded.

Mrs S didn't accept our investigator's findings, and so the matter has been passed to me for a decision.

## **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.

The policy covers physical loss or physical damage to the property, unless excluded.

The policy excludes faulty workmanship or design, or the use of unsuitable or faulty materials.

In 2019, Mrs S arranged for a company to install spray foam insulation to the roof. In 2023, she was contacted by another company that, as I understand it, had been given her details by the manufacturer of the insulation (as they had received complaints about the product). It was found that the insulation hadn't been installed correctly in the property, and that this had resulted in the roof timbers becoming rotten.

It doesn't seem to be in dispute that faulty workmanship was the reason the roof timbers were damaged. I'm therefore satisfied that it was reasonable for Hiscox to turn down the claim by relying on the faulty workmanship exclusion. Hiscox also relied on an exclusion for rot, but I don't need to consider this, as I've already found it could rely on the exclusion for faulty workmanship.

I recognise this isn't the outcome that Mrs S was hoping for, and I'm aware of the impact that my decision will have on her given the significant costs she's incurred in putting the matter right with the roof. However, I think Hiscox has fairly declined the claim.

Mrs S says that the faulty workmanship exclusion isn't clear in the policy documents. However, the exclusion isn't an unusual one, and so I wouldn't have expected it to have been highlighted in the documents. I've checked the policy schedule, and this says the full terms and conditions are in the policy documentation. I'm satisfied the policy document made the exclusion clear under the 'what is not covered' section.

Mrs S says that when she made the claim, she understood from Hiscox she had cover and told her contractor to go ahead with the repair work because of this. She thinks Hiscox should have told she wasn't covered at this point.

As our investigator has explained, it wasn't for the call handler to make a claims decision. He explained he would arrange for a loss adjuster to visit the property, but made it clear he couldn't confirm cover, which Mrs S understood. A claims decision was only made after the loss adjuster had inspected the property and consideration given to what had happened and the policy terms. I'm satisfied Hiscox didn't lead Mrs S to believe the claim would be covered and that she should go ahead with the repairs.

Mrs S told our investigator she was unhappy she hadn't been able to access her policy documents as she needed a password to do so. Although she hadn't raised this with Hiscox as a complaint, I understand that the matter has now been resolved and she is aware of the password. Though if she wants to make a complaint about this, she should contact Hiscox in the first instance.

Finally, Mrs S has raised concerns that there was a condition in the policy which required her to have an alarm (that she says she wasn't aware of). If Mrs S has concerns about the way the policy was sold, she should again contact Hiscox about this in the first instance.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 16 April 2024.

Chantelle Hurn-Ryan  
**Ombudsman**