

The complaint

Miss L complains about Ageas Insurance Limited's ("Ageas") decision to decline her claim under her home insurance policy.

What happened

The background to this complaint is well known to the parties, so I won't go into too much detail but will summarise the key points. Miss L made a claim on her policy and said her conservatory wasn't safe and didn't comply with building regulations. Ageas declined the claim and relied on a policy exclusion. So, Miss L complained about Ageas' decision and that she felt her policy offered little value despite her taking out the highest level of cover.

Ageas responded and explained Miss L contacted them and said she had a conservatory constructed which wasn't built to the required standard. Ageas said, generally, an insurance policy will cover a policyholder for several perils, but there will also be exclusions. They said Miss L had explained the damage related to poor workmanship and faulty design and, because this was excluded under her policy, they were unable to offer cover for the claim. Ageas said, insurance is designed to cover a policyholder for one off, unforeseen events and when a faulty design or poor workmanship is carried out, and the product has not been installed correctly, it will not be fit for the purpose it was intended. And, this being the case, the failing of the product becomes an inevitable event, and as such it cannot then be considered as 'sudden' or 'unforeseen'.

Our investigator looked into things for Miss L. He thought Ageas hadn't acted unfairly in declining the claim. Miss L disagreed so the matter has come 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.

Having done so, I've decided not to uphold the complaint. I understand Miss L will be disappointed by this but I'll explain why I have made this decision.

I'll start by saying, I do acknowledge the whole event involving Miss L's conservatory has been very upsetting and frustrating for her. I am sorry to hear about the impact on Miss L, particularly as Miss L says it wasn't built to correct standards and building regulations.

The information shows Miss L called Ageas and explained there were problems with her conservatory. Claim notes show Miss L explained to Ageas that she'd raised the issues with the framing company, and they accepted this as being a fault on their part, so they replaced the frames. Miss L said she still noticed issues with the replacement conservatory and arranged for a builder to have a look at it. Miss L said the builder identified concerns and commented that the structure wasn't in a stable condition. Miss L says the problem is with the manufacture of the conservatory and she only identified an issue once she received test results which showed a computer test was flawed and produced inaccurate results.

I can see Miss L has, during discussions with Ageas and our service, gone into detail about the standards which should've been met when the conservatory was manufactured in order for it to be compliant with relevant building regulations – and Miss L also referred to legislation which covers this area. Miss L has also then described how the conservatory doesn't meet those standards.

I've looked through Miss L's home insurance policy booklet. This sets out the terms and conditions and, under a section headed 'We do not cover the following', it says, loss or damage caused by, "*faulty workmanship, faulty design or using faulty materials.*" There's no dispute between the parties that the issues with the conservatory which Miss L is complaining about, relate to poor workmanship and/or faulty design. So I can't say Ageas have acted unfairly in declining Miss L's claim based on this exclusion.

I acknowledge Miss L says she has taken out the highest level of cover and, given the grounds on which the claim was declined, she feels the policy offers little value for the money she'd paid. I think it's important to make the point that an insurance policy won't cover every event. An insurer will decide what risks they're prepared to cover, how much weight to attach to those risks, and this will generally determine the price at which they offer a policy. I've looked through Miss L's policy and it does provide cover for a range of events. But there are exclusions, one of which, as I've mentioned above, relates to poor workmanship and faulty design. It's not unusual or uncommon for insurers to have such an exclusion in place, so I can't say Ageas are acting unreasonably here or in a manner which suggests they're treating Miss L unfairly.

It's clear Miss L has carried out extensive research into building regulations and also the relevant law which applies. When an insurer chooses to settle a claim by repair, we expect them to indemnify the consumer by carrying out an effective and lasting repair and to meet any relevant regulations. So, while I acknowledge Miss L's point about building standards needing to be met, Ageas haven't carried out a repair here. The issue which Miss L describes here relates to the manufacture of the conservatory and the testing which was carried out. And this falls within the exclusion applied by Ageas.

I can see Miss L has raised concerns about sections of the policy and says any published information needs to be clear and easy to understand. For example, Miss L refers to page 12 of the policy booklet which sets out events which are covered under the buildings section of cover. Miss L refers to this including loss or damage caused by domestic pets or scratching or denting. Miss L says these aren't priority events for buildings cover and the important and priority events aren't even listed under this section. Miss L also refers to events listed under a section setting out what Ageas don't cover and says this refers to areas of a property, but it doesn't refer to buildings. Miss L also refers to page 42 of the policy booklet which sets out how much Ageas will pay, and this refers to Ageas paying the cost of repairing or rebuilding. Miss L also refers to general exceptions which apply to the whole policy and says Ageas have though referred to an exclusion set out in page 12.

Firms are under a duty to communicate information in a way which is clear, fair and not misleading. While I've carefully considered the points made by Miss L, I've focussed more on the parts which are relevant to the complaint and looked more specifically at how the relevant exclusion here was communicated and whether it was clear. The exclusion was listed under the 'Buildings cover' section of the policy booklet, and within a sub-section setting out what Ageas won't cover under the policy. So, not only am I persuaded the exclusion was communicated in a reasonable format, but I think the exclusion was worded clearly and I don't believe this was ambiguous or misleading.

I understand Miss L will be disappointed by my decision, but I wish to reassure Miss L I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 17 December 2024.

Paviter Dhaddy
Ombudsman