

The complaint

Ms V complains SCOR UK Company Ltd ("SCOR") has unfairly declined her claim on her homebuyer's protection policy. She's also unhappy with the time it took to decide her claim.

All references to SCOR include its agents.

What happened

Ms V put in an offer to buy a property which was accepted around February 2024. Shortly afterwards in March 2024, Ms V took out a homebuyer's protection policy which provided cover if the purchase of the property failed due to events specified in the terms of the policy.

Ms V arranged for a survey to be carried out on the property. She said this highlighted a number of urgent issues that needed addressing or investigating further. She arranged quotes for the additional investigative work to make the property safe. And she contacted the seller's agent by email to suggest the seller arranges for works to be done. She made it clear at this point that she was still interested in the property.

In response to Ms V's email, the seller asked for a copy of the survey report. Ms V said she was happy to share the relevant pages of the report provided they agreed to cover the cost of the additional investigations. In reply, the seller said they weren't willing to agree to this without seeing the report so they'd decided to remarket the property.

As the sale fell through, Ms V made a claim on her policy for the costs she'd paid so far. But after she sent SCOR the email conversation between herself and the seller's agent, it declined the claim. It said Ms V's actions had an adverse influence on the seller withdrawing from the sale so the claim wasn't covered under the terms and conditions of the policy.

Ms V didn't agree with SCOR's decision as she thought she'd acted reasonably. She highlighted that she was under no obligation to provide the survey but she had offered to provide the relevant information to the seller. As SCOR continued to decline the claim, Ms V raised a complaint. She also complained about the time taken to decide her claim.

Around September 2024, SCOR sent its final response letter to Ms V. It accepted it caused delays and ultimately offered her £200 to make up for this. But it thought it had declined her claim fairly as it considered the seller's decision to remarket the property was a direct result of Ms V's request and this wasn't covered by the policy.

Unhappy with SCOR's response, Ms V asked our service to look into things. Our Investigator thought SCOR had declined the claim fairly and made a fair offer to make up for the delays.

Ms V didn't accept the Investigator's opinion. She said she'd been patient when the sellers caused delays and she thought they were open to covering the costs as otherwise they wouldn't have asked to see the survey. She said she just asked a question and didn't think the terms of the policy allow for the buyer to start negotiations. As the complaint hasn't been resolved, it's 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.

Based on what I've seen, I don't uphold Ms V's complaint, I know she'll be very disappointed. I'll explain why.

Declined claim

The terms of the policy say SCOR will cover Ms V's costs and expenses if a specified insured event happens. One of these events is if the property is withdrawn from sale by the seller due to reasons beyond Ms V's control. The policy defines reasons beyond Ms V's control as where she's had no adverse influence on the outcome of the purchase failing. Ms V says she didn't have an adverse influence on the purchase failing. So I've carefully considered what happened between her and the seller to decide whether SCOR has applied the terms fairly in this case.

Ms V contacted the seller and asked them to agree to carry out works identified in her survey before she provided relevant parts of the survey to them. SCOR says in their reply, the seller indicated it was as a direct result of this request that they had decided to remarket the property as they didn't feel comfortable agreeing to works without the survey. And having looked at the emails, I think that's more likely.

I appreciate Ms V thinks her request to the sellers was reasonable and she had her reasons for not providing the survey to the sellers before an agreement was reached. And I accept that negotiations between parties to a property purchase is expected. But based on what I've seen in this case, I think there's enough evidence to say the seller pulled out of the sale as a direct consequence of Ms V's request. So I'm satisfied it's more likely Ms V's request adversely influenced the purchase failing. And it follows that I think SCOR's decision to decline the claim was fair.

I know Ms V had experienced delays in the purchase which she says were caused by the seller. So it must've been very disappointing when the sale fell through after she'd already spent time waiting around. But I haven't seen anything to suggest there was any reason other than the discussion about the survey that prompted the seller to remarket the property – including the delays. So whilst I have sympathy for Ms V, her previous experience with the seller doesn't have a bearing on the outcome of this complaint.

Customer service

Ms V was unhappy with the time it took for SCOR to decide her claim. And from looking at the correspondence and the timeline I've been given, I can see there were delays of several weeks between when SCOR had enough information to decide her claim and her appeal, and when it communicated both outcomes to her. This must've caused her upset and stress at an already very difficult time. But SCOR has paid Ms V £200 in total to make up for the impact its delays would've had on her. And I think that's fair in this case. So I don't think it needs to do anything more.

My final decision

It's my decision that I don't uphold Ms V's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms V to accept or reject my decision before 8 May 2025.

Nadya Neve
Ombudsman