

The complaint

Mr H complains about the response of Safe World Insurance Group (UK) Ltd ('Safe World') when responding to a claim made under an insurance backed guarantee.

What happened

The background to this complaint is well known to Mr H and Safe World. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr H had a solar panel system installed in June 2022. He was provided with an insurance backed guarantee ('the policy') as part of the works. In 2024, the installation company ('B1') went out of business. In 2025, he contacted Safe World as he said the installation hadn't been completed fully in 2022.

Safe World responded to say that the policy didn't need to respond and suggested he contact the manufacturer ('B2'). Mr H remained unhappy and raised a complaint. Safe World didn't uphold the complaint and Mr H referred it to our Service for an independent review. Our Investigator didn't recommend that the complaint be upheld and as the dispute remains unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

There were several parties involved in the lead up to this dispute. The company that installed the system initially – 'B1', the company that manufactured the solar panels – 'B2' and the company that arranged/issued the guarantee – 'B3'. In this decision, although I may refer to those three companies on occasion, I'm not considering their actions - as they don't fall under our remit.

My key findings

Mr H has argued that the installation was incomplete as the WiFi monitoring system wasn't installed. Safe World declined to respond to this claim as they said no cover was provided for the connection of the monitoring system. The policy covers (bold added for my emphasis):

*"...any liability, loss or damage that we may be liable for during any period of cover for which a premium has been paid by your supplier, **subject to the installation***

having been fully completed to your satisfaction, all negotiations with respect to the contract value concluded with full payment made and there being no defects evident in the installation.

Mr H says “...To the best of my knowledge I had ensured that the installation was complete and working, but something was missing because the installer had provided me with inadequate information” and he wasn’t aware of this until 2025. But this policy isn’t intended to respond to potential information failings by B1. I’ll return to this point later in the decision.

Safe World have said:

“With regards to this being defective workmanship our policy would not cover this as the system is working and this is with regards to monitoring the system. Our policy defines defective workmanship Defect: A physical fault or error in the installation which was caused by the defective workmanship of the supplier or defective materials which were supplied by the supplier, which is specifically stated as being covered by the suppliers written guarantee, which they provided to you.”

Mr H has failed to provide a copy of the written guarantee from B1 and has said he wasn’t provided with one. The paperwork Mr H was provided with made it clear that the written guarantee needed to be retained:

“IMPORTANT NOTES

Please ensure you obtain and retain your suppliers contract and written guarantee. You will need these to make a claim under this policy in the future. If you do not have them, claims may be rejected.

Mr H hasn’t shown any evidence that he questioned not receiving it at the time. The policy terms make it clear that a claim won’t progress without a copy of the written guarantee. But I find it was fair and positive that Safe World obtained an example written guarantee which predates Mr H’s installation by a few years. I have placed *some* weight on that document as an indication of what work was to be carried out, but I’ve also kept in mind that Mr H hasn’t provided any other information that undermines it. For example, the order form doesn’t specifically reference the monitoring system. In the example written guarantee it’s stated (bold added for my emphasis):

“Point 3.8: “The system shall be delivered with a monitoring system in full working order. The Customer shall ensure that a suitable WiFi network is available and accessible (passwords available). If this is not the case, then the Supplier may leave behind an instruction”.

Mr H has told us that he hadn’t yet moved into the property when installation took place and he hadn’t WiFi installed at that point. So, even in a scenario where the monitoring system was intended to be set up at the same time as the installation - it wouldn’t have been possible due to there not being a WiFi connection. I also note that Mr H didn’t raise issue with the installation until 2025 – several years afterwards, but the terms of the policy required Mr H to be satisfied with the installation at the time.

In an email from Mr H to Safe World dated 10 April 2024, he stated (bold added for my emphasis):

“...It looks like something I could do myself on my PC with technical advice over the phone, but I don’t understand the technical literature they left and I know people

with panels installed more recently by other firms have been assisted by them in setting this up as a matter of course, but [B1] just left a pile of specialist papers that make no sense to a layman like me, so I did not even know it was an option."

Referring back to the example written guarantee, if B1 left behind instructions on what Mr H needed to do (as inferred by Mr H) to connect the monitoring system, there isn't a shortcoming/defect in the installation that Safe World need to respond to under this policy. General condition 5 (i) makes it clear *"This insurance does not widen or increase the cover given by your suppliers contract or written guarantee;"* and policy exclusion 6: *"The following are not covered: i. Any items or work not contained within the suppliers contract or written guarantee;"*. In summary, Mr H hasn't been able to evidence that the monitoring system ought to have been set up as part of installation. Safe World signposted Mr H to the manufacturer, B2 - and I consider that was reasonable:

Summary

This policy is not intended to respond to the information failing Mr H has alleged occurred. Mr H has acknowledged that literature related to the monitoring system was left with him and he didn't do anything to mitigate any impact for several years. He also hasn't provided any evidence that the rest of the solar panel system wasn't working as expected.

I'm satisfied that in the specific circumstances of this complaint, Safe World have acted fairly when declining to offer cover for Mr H's claim. I can't advise Mr H on his best next steps, but if he wants the monitoring system set up, he will need to arrange that outside of his policy with Safe World.

My decision will disappoint Mr H, but it ends our Service's involvement in trying to informally resolve his dispute with Safe World.

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 Mr H to accept or reject my decision before 24 September 2025.

Daniel O'Shea
Ombudsman