

The complaint

Mr G complained that Haven Insurance Company Limited (Haven) cancelled his home insurance policy and refused to pay his claim.

I'm aware that Mr G is represented for his claim and complaint. However, for ease, I will normally only refer to him.

What happened

Mr G took out a home insurance policy through Haven on a price comparison website in August 2024. In April 2025, Mr G made a claim for fire damage to his property. During the claim, Mr G told Haven there was ongoing building work at the property, which had started in March 2025 and at a cost of £39,160.

Haven said that had Mr G made it aware of the value of the ongoing works at his home at the time, it wouldn't have been in a position to continue with the insurance on any terms. It said it considered this to be a careless misrepresentation of material facts, which entitled it to cancel the policy from the point of misrepresentation and not to deal with the claim.

Mr G brought his complaint to this Service. Our Investigator didn't uphold the complaint. He said Haven had shown that had it been made aware of the building work and the cost of it, it wouldn't have continued to offer cover. The policy also wouldn't have been in place at the time of the fire. So, he said it was fair for Haven to cancel the policy and decline the claim.

Mr G didn't agree and asked for an ombudsman's 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 don't uphold this complaint. I will explain why.

Haven thinks Mr G failed to provide it with a material fact when he didn't tell it about building works at his property and the cost of those works. It isn't in dispute that building works were taking place at Mr G's property at the time of the claim and that they cost £39,160. I'm aware Mr G wasn't paying for those works himself and that he has said the building works weren't material to the claim.

It's my understanding that the building work wasn't underway at the time Mr G took out the policy. So, I've looked at what the policy said about informing Haven about changes in circumstances during the policy term. This was:

"Duty to disclose changes in Your circumstances

You must notify Us or Your Broker as soon as possible and within 30 days of any change which may affect Your policy, including but not limited to the following:

...

2 Any work to be carried out to Your Home or the land belonging to it which is not general maintenance, repair or decoration.”

I've also looked at the Insurance Product Information Document (IPID) for the policy. This said:

What are my obligations?

...

During the policy - Let us know if there are any changes in circumstances which may affect the policy, including but not limited to; moving house, having work carried out at the property...”

So, I think the policy made it clear that Haven would need to be informed of changes in circumstances, including any building work. I also think it was fair for Haven to consider that building works were a significant change in risk of which it needed to be informed. This remains my view even if Mr G's building works didn't play any part in the fire that happened at his property.

The policy wording also explained when Haven might cancel a policy. It said:

“Cancellation with immediate effect / voidance

At Our option, We or Your Broker may cancel Your policy with immediate effect or void Your policy from inception at any time where; there is evidence of fraud or a valid reason for doing so, including but not limited to:

...

2 Carelessly misrepresenting relevant information which, if correctly represented at the time of applying for, amending or renewing Your policy would have caused Us to decline You for cover.

...

6 If You are in breach of any of the Terms, Exceptions, Exclusions, Conditions or Endorsements of Your policy.”

So, I think Haven also explained what action it might take if it wasn't provided with accurate relevant information or the policy terms were breached.

Mr G has said that the building work was a government run project and he assumed they would have contacted the insurer. So, I think this also indicated Mr G was aware Haven needed to be updated, but assumed another party would do this on his behalf.

Haven has provided its underwriting criteria, which shows that had it known about the cost of the building works that it wouldn't have continued to offer cover. This meant that had Haven known about the building work, the cover wouldn't have been in place at the time of the fire. Haven cancelled the policy back to the date the building work started and refunded the premiums paid after that date. It also didn't deal with the claim. In the circumstances, I think that was fair.

So, having looked at what happened, and although I'm aware this will, understandably, disappoint Mr G, I don't uphold this complaint or require Haven to do anything else in relation to it. I think Haven clearly explained that it needed to be updated about building works and

fairly applied the policy terms and conditions. I think it was reasonable for Haven to cancel the policy and not to deal with the claim.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 February 2026.

Louise O'Sullivan
Ombudsman