

The complaint

Mrs and Mr G complain that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim under their home contents insurance policy.

What happened

The circumstances of this complaint are well known to both parties, so I’ll only summarise them here.

- Cracks were caused to Mrs and Mr G’s glass ceramic hob by a pan dropping onto it in July 2023.
- Mrs and Mr G submitted a claim to RSA.
- RSA declined the claim. It explained the hob was built in and as the policy only covered contents Mrs and Mr G should contact their buildings insurance company.
- Mrs and Mr G were unhappy and complained to RSA.
- In its final response dated 14 July 2023 RSA confirmed it was declining the claim. It stated the hob is sold as a built in hob and can only be used safely when built into the work surfaces. And as a fixture it would be considered to be a building item.
- RSA quoted the exclusion that applied and what the policy says about fixtures and fittings.
- Mrs and Mr G remained unhappy with RSA’s stance and brought their complaint to this service. They said they weren’t sent a copy of the policy booklet when they took out the policy in 2013. And add the renewal documents indicate that ceramic hobs are covered by the policy.
- Our investigator explained he’d seen evidence that at each renewal RSA had drawn attention to the need to read the renewal schedule and that this should be read with the policy booklet. And if a new policy booklet was required it could be requested. So he said he couldn’t consider the complaint that the policy wording hadn’t been provided in 2013 had been brought to us too late.
- Our investigator went on to consider the complaint that the claim had been unfairly declined. He said it was fair and reasonable for RSA to decline the claim. He set out it was an integrated hob, built into the kitchen, and therefore a fixture of the property rather than part of the contents as defined by the policy.
- Mrs and Mr G remained unhappy and asked that an ombudsman decide the case.

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.

I appreciate Mrs and Mr G have strong feelings on his case and if I don’t mention a particular point they’ve made it isn’t because I haven’t seen it or thought about it. It’s just that I don’t feel it necessary to reference it to explain my decision. I hope Mrs and Mr G don’t take this as a discourtesy, it’s just a reflection of the informal nature of our service.

Our service isn't able to consider every complaint that's brought to it. Our powers for considering complaints are set out in the Financial Services and Markets Act 2000 (FSMA) and in rules known as the Dispute Resolution rules ("DISP") written by the Financial Conduct Authority (FCA) in accordance with the powers it derives from FSMA. These rules are available on-line.

In respect of the complaint that a policy booklet hadn't been provided when the policy was taken out in 2013 the relevant rule is DISP 2.8.2R(2) which says:

"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

- more than six years after the event being complained about".*
- more than three years after the complainant was aware, or ought reasonably to have been aware, of cause for complaint*

unless:

in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2 R or DISP 2.8.7 R was as a result of exceptional circumstances;"

I'm satisfied that the information provided in the renewal schedules was clear, and drew attention to the policy booklet, and said if a new booklet was required it could be requested. The first renewal was in 2014, and that is clearly more than three years before 2023. And no exceptional circumstances have been put forward for me to consider. So I find this part of the complaint has been brought out of time.

I can however consider whether RSA has acted fairly and reasonably in declining the claim.

Mrs and Mrs G provided a photograph of the cracked hob, and there is no dispute it has suffered damage. What is in dispute is whether the policy wording is clear and if it was fair for RSA to decline the claim for the damaged hob.

Under the definitions section of the policy booklet it sets out "words with special meanings" and this includes definitions of what is and isn't considered to be contents:

"Contents – Household goods, personal items, Jewellery, watches and items of precious metals up to £7,500. Personal documents up to £1,000, **clerical business equipment**, aerials and satellite receiving equipment, **bicycles and money** up to £500, owned by **your family** or which is **your family's** responsibility under contract. Visitor personal items in **your home**."

"Contents does not include:

- motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft, and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;*
- animals;*
- anything used for trade, professional or business purposes except clerical business equipment;*

- *fixtures and fittings; or*
- *credit cards*”

Section 13 of the contents section sets out there is cover for:

“Accidental breakage of mirrors, ceramic hobs or tops in free-standing cookers, plate glass tops to furniture and fixed glass in furniture.”

I find the wording to be clear, and note that fixtures and fittings are not covered by the policy.

Mrs and Mr G have provided copies of extracts from the renewal schedule and Insurance Product Information Document (IPID), and highlighted reference to hobs being insured. I’ve considered what Mrs and Mr G have said about the renewal schedule saying there is “Cover against accident damage to TV’s including satellite, stereo, video, DVD and computer equipment, and breakage of mirrors, ceramic hobs or any glass in furniture such as table or cabinets” and there being no mention of the ceramic hob needing to be freestanding in the IPID.

However, I’m mindful that the renewal schedule says the schedule should be read in conjunction with your policy booklet. And the policy booklet sets out that cover is limited to hobs in free-standing cookers as set out above. The renewal schedule also sets out under “Important notes” that *“If you require a new policy booklet, please contact the customer service line”*. So I’m satisfied RSA has taken reasonable steps to ensure Mrs & Mr G had the information they needed about their policy.

Mrs and Mr G have also highlighted a reference in the IPID to examples of what contents are as *“the things you’d take with you if you moved house. This can also be considered as anything that would fall out of your house if you tipped it upside down”*.

Mrs and Mr G suggest the hob would be removed and taken with them if they moved house so consider it to be part of the contents of their home. From the photograph I’ve seen the hob it is fitted into the kitchen worktop, and I can see the hob is combined with an extractor fan. So, it’s reasonable to describe the hob as being a fixture and fitting of the house.

Whilst I don’t doubt that removing the hob would be their intent if they were to move house, and it is possible to remove the hob, I’m satisfied the hob is fitted to the kitchen. And it is fitted in such a way that it’s unlikely to fall out in the hypothetical situation of the house being turned upside down. And, importantly, the hob is not part of a freestanding cooker.

In the circumstances of this particular case, I’m satisfied RSA have acted fairly in declining the claim. The hob cannot reasonably be described as forming part of a freestanding cooker, and I won’t be asking RSA to do anymore.

My final decision

For the reasons above I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs G and Mr G to accept or reject my decision before 22 March 2024.

Martyn Tomkins
Ombudsman