

The complaint

Ms M complains that The Baxendale Insurance Company dac (Baxendale) only partly settled a claim she made under her transit and storage insurance policy.

What happened

Ms M purchased a transit and storage insurance policy to cover her contents when being stored and moved by a removal company during a house move. On delivery of the items that had been placed into storage, Ms M discovered a number were missing and damaged, so she made a claim to the insurer, Baxendale.

Ultimately Baxendale accepted the claim in part and settled most of the items claimed for. However, they declined to cover the office furniture or two sets of drawers that were damaged. This was on the basis Baxendale said those items were excluded under the policy because they were flat pack. Ms M also tried to add some additional items to the claim that she later discovered were missing, but Baxendale said they were reported too late and outside the timescale required under the policy.

As Ms M was unhappy with Baxendale's position, she approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said that Baxendale had fairly declined to cover the office furniture and drawers as the policy excluded flat pack items. He also said the additional items Ms M had later tried to add to her claim were reported too late. So, he thought Baxendale had acted fairly and didn't think they needed to do anything further.

Ms M didn't agree and asked for a final decision from an ombudsman.

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, and whilst I appreciate it'll come as a disappointment to Ms M, I've reached the same outcome as our investigator.

I understand Ms M is unhappy with the handling of her house move by the removal company and that her items were damaged in the first place, but the removal company doesn't fall within the remit of the Financial Ombudsman Service. I also note that Ms M has approached an alternative ombudsman scheme in relation to them. My consideration here is limited to Baxendale, the insurer of Ms M's transit and storage insurance policy, and the claim she has made under this cover.

The partial claim settlement

Baxendale declined part of the claim Ms M made. The items Baxendale didn't accept were:

- Office furniture
- Two sets of drawers

Baxendale relied on the following exclusion in the policy (my emphasis added):

"Excluded items

*We will not insure and are not liable for Excluded Items. The following are Excluded Items: jewellery, watches, smart watches, sun glasses, precious stones, Money, coins, bullion, deeds, bonds, securities, stamp or medal collections or similar, furs, perfumes, tobacco, cigars, cigarettes, spirits, foodstuffs, medicines, drugs, perishable or corrosive goods, paint, pressurised containers or canisters, explosives, firearms, ammunition, flammables, **flat pack furniture**, pornography in any format, livestock, animals, plants, human or animal remains or ashes, mobile phones, tablets, smart hubs, memory sticks, SD cards, information or data contained in any document or electronic device and any Goods packed by You or anyone other than the Remover."*

Ms M doesn't think applying this exclusion is fair. She says that she considers this exclusion would only apply to items which are flat pack and haven't yet been assembled. She says that as the items that she claimed for had already been assembled, they shouldn't be considered flat pack and therefore shouldn't be excluded.

However, I'm afraid I don't agree with Ms M's position here. It is clear the items, although assembled at the time of the move, are still flat pack furniture. My understanding of this wider exclusion is to exclude items which are a higher risk generally and are at a higher risk during a move. And generally, flat pack furniture *may be* at a higher risk of damage or collapse during transportation than more solid, non-flat pack, items of furniture.

As the policy excludes flat pack furniture, and the items claimed for were flat pack, I don't think Baxendale has acted unfairly by declining cover for these items.

The items Ms M later tried to claim for

The items Ms M had in storage were delivered on 28 March 2023. And it is at this point Ms M discovered items were damaged and missing, so she then made a claim.

Following the initial claim being made, Ms M later discovered further missing items and tried to add these to her claim at later points. These items were:

- Garden tools
- Three pictures
- Parts for a double bed

However, Baxendale said these were reported too late, and therefore wouldn't be covered under the policy.

I've looked at the policy terms. These say:

"Time limits for making claims

Claims made under this Policy must be notified In Writing to the Remover within the following time limits:

- ***Within 7 (seven) days*** of delivery of the Goods or in the case of non-delivery 7 (seven) days from the date the Goods should have been delivered;
- ***At the time of collection*** of the Goods from the Remover or the Remover's sub-contractor or agents by You or Your nominated agent or contractor;
- ***At the time of delivery*** of the Goods where the Remover has been instructed to deliver the Goods to a third party such as, but not limited to, a third party warehouse or self-store.

Verbally advising the Remover will not be sufficient notification under this Policy. Notification of a Claim must be made In Writing.

Failure to comply with the time limits stated above could prejudice Us and may result in the Claim being declined by Us and all benefit under the Policy maybe lost."

However, none of the additional items were reported within the seven days which was required under the policy terms.

Ms M says she didn't have time to unpack things until a later date, and it wasn't practical for her to unpack within seven days. However, it is clear in the policy terms and conditions that it is a requirement for missing or damaged items to be reported, and a claim made, within seven days. This is so the remover and Baxendale can consider a claim in a timely manner shortly after a move has taken place. And it is the responsibility of Ms M to present a loss/damage list to enable this to be considered without delay, which could prejudice things if it is left longer than straight after the move has happened. But Ms M didn't claim for these items until much later.

Furthermore, the policy terms (in the same section I've quoted above about the timescale requirement) say:

"An extension to the time limit for reporting claims maybe agreed in writing prior to the commencement of the services. Whether an extension is granted, the length of the extension, and the terms and conditions of any agreed extension will be at Our discretion. If You know that You will be unable to meet the time limits for reporting a Claim due to the fact that You are away, travelling, have work commitments, or are indisposed for some reason, You should consider either delaying delivery until You are available or arranging for someone to receive the Goods and report any Claim on Your behalf.

If an extension is granted We reserve the right to charge an additional Premium in consideration to granting such an extension."

So, this explained that an extension could be requested to the standard reporting timescale from Baxendale. But Ms M didn't request this from Baxendale. And it wasn't until several weeks later that Ms M tried to add additional items to her claim, well beyond the seven days required.

With the above in mind, I don't think Baxendale has acted unfairly by declining to cover the additional items Ms M reported outside of the timescale outlined in the policy terms.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 20 May 2024.

Callum Milne
Ombudsman