

The complaint

Mr S complains Royal & Sun Alliance Insurance Limited trading as More Than (RSA) unfairly declined to settle his claim on his home insurance policy.

What happened

Following Mr S's separation with his now ex-partner he updated his home insurance to a new address.

When he went to collect some possessions from the previous address, his ex-partner had changed the locks and refused to allow him to collect anything.

Mr S raised a claim on his home contents insurance policy for the theft of his possessions.

RSA declined to settle his claim. It said this was a civil dispute and not something covered by his home contents insurance policy.

Because Mr S was not happy with RSA, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said there was no evidence that an event had occurred that should be covered by Mr S's insurance policy. They said it was more of a civil matter and didn't agree his home contents insurance policy should step in to resolve this situation.

As Mr S is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

When Mr S broke up with his ex-partner they agreed to split the contents from their house they had lived in together.

Mr S changed the address of his contents insurance policy from that of the address he shared with his ex-partner to his new address. When his ex-partner would not allow him to collect his possessions, he made a claim on his home insurance policy for theft.

I saw Mr S reported a theft to the police. After the police became involved some of the items in question were returned to Mr S and a community resolution order was put in place for the rest to be returned. However they have not been returned. The police confirmed that a community resolution is entirely voluntary. It is not a conviction. The resolution is not legally enforceable if the offender fails to complete the agreed action. I understand the police are not pursuing this matter as a crime.

I looked at the terms and conditions of Mr S's policy regarding theft and it says;

“Section 2 Contents cover

What we cover

7. Theft or attempted theft using force and violence to get into or out of your home.

8. Theft or attempted theft not using force and violence to get into or out of your home.”

In this case neither of the above theft events happened. The items in question are still at the previously insured address. RSA said Mr S's policy on the address with his ex-partner included two adults and therefore it had insured both people's interests. It said it would not be able to pay this claim as the items in question were previously shared possessions. I recognise that Mr S's ex-partner would not return the items at a time after he had changed his cover to his new address, but it is possible that she believes these items are hers and she is the legal owner which would mean no theft took place.

I saw RSA also considered whether cover would apply for these items under 'Moving Home', part of his *policy which covers at both addresses for up to 90 days in a row.* However it said it could not consider under this peril as it can only be considered when another insured event has occurred, which is not the case here.

Mr S also asked for his claim to be considered under personal possessions cover as he feels he meets the criteria of this. This covers for accidental loss or damage to contents. However, the items in his claim are not lost or damaged, he knows where they are, although I recognise he has yet been able to get hold of them.

This situation is about sharing out the contents of a house after the breakdown of this relationship. Possessions have not been stolen and are not lost; they remain at Mr S's previous address and are being withheld by his ex-partner. This is not an event that is covered by Mr S's home insurance contents policy. Contents insurance policies are designed to protect consumers against thefts where someone has broken into their home and taken their possessions. I am persuaded in this case that this is a civil matter.

I realise this difficult situation with his ex-partner following their separation has caused Mr S a great deal of distress, however I have not seen any evidence to support that an event has occurred that is covered by Mr S's home contents insurance policy. And I am unable to agree that his home contents insurance policy provides cover for this situation.

Although I know it will be disappointing for Mr S, I don't uphold his complaint and don't require RSA to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 November 2024.

Sally-Ann Harding
Ombudsman