

## **The complaint**

Mr A complains that U K Insurance Limited (UKI) unfairly declined a claim he made on a home insurance policy which included legal expenses cover.

## **What happened**

Mr A held a home insurance policy with UKI. He made a claim, saying his personal possessions had been stolen by his landlord (or those acting on behalf of his landlord) following his eviction from the property he rented. He sought to claim under both the property and legal expenses sections of his policy.

UKI declined cover for the claim. In respect of the legal expenses cover, it said that disputes arising from tenancy weren't covered by the policy. For the theft claim, UKI said the removal of his items from the property wasn't a theft, and the dispute over his personal possessions was a civil matter between Mr A and his landlord. It said there was no cover in the policy for the circumstances described.

Mr A didn't accept this and complained to UKI. When UKI rejected his complaint he referred it to our service. Our investigator thought UKI had acted fairly. Mr A remained dissatisfied 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.

Mr A complained to UKI about the decision to decline cover under the legal expenses cover in March 2023, and UKI issued its final response to his complaint on 15 March 2023. Mr A referred his complaint about both the legal expenses and theft cover in May 2024.

The rules of our service say we can't consider the merits a complaint referred more than six months after the complainant is sent a final response, unless there are exceptional circumstances. Mr A hasn't made us aware of any exceptional circumstances which prevented him from referring his complaint about the legal expenses cover within six months of 15 March 2023.

As the legal expenses element of this complaint was referred to us after the time limit, I can't consider that part of Mr A's complaint. My decision will only focus on the decision to decline cover for the theft claim, made under the personal possessions section of cover. The complaint about that was referred to our service within the relevant time limit.

The circumstances of what has happened here aren't in dispute, and the only thing I need to decide is whether what's happened can be reasonably described as a theft. I'll briefly cover what happened to inform my decision.

Mr A rented a property from the landlord. Mr A was given notice to leave the property and at the end of the notice period, the landlord (or those acting on their behalf) attended the

property to evict him.

Mr A left the property, with the majority of his personal possessions including documents, remaining there. The landlord said he could attend for two hours to remove his possessions. Mr A said this wasn't enough time and asked for longer. The landlord refused and after the expiry of a deadline they'd set, the possessions were removed. The landlord now says they've disposed of the items, but Mr A disputes whether this is the case. He believes the landlord is retaining possession of his belongings.

Mr A has taken legal action against the landlord but has been unsuccessful in recovering his possessions. He made the claim on the policy with UKI, saying his possessions had been stolen.

I know Mr A believes the landlord has falsely claimed his possessions have been disposed of. However, I'm satisfied the extent of my decision here needs to be whether the removal of Mr A's possessions from the property and failure to return them (whether disposed of or retained by the landlord) amounts to a theft.

When making a claim, the onus is on the policyholder to demonstrate that the circumstances of the claim fall within the extent of cover. I agree with UKI that on Mr A's evidence, which isn't disputed, he hasn't shown the removal of his items amounts to a theft.

I've also considered the terms and conditions of Mr A's policy which say there's cover for *"theft or attempted theft from your home."* Neither UKI nor Mr A have identified any other relevant section of cover which would provide cover for the items claimed.

UKI's position is that the dispute with the landlord is better termed a civil matter as opposed to a theft, whereas Mr A believes that his possessions have been stolen. I know Mr A has reported the matter to the police, albeit some time after the removal of his possessions from the property and after he'd taken legal action against the landlord, but has been told the police also consider this to be a civil dispute, rather than a criminal offence.

I think this is particularly significant in my decision making. The police, having been notified of the same circumstances which I've outlined above, didn't consider a theft had occurred. I think it's fair for UKI to rely on the police's interpretation of whether the actions leading to a claim constitute the criminal offence of theft. I think that's a significant indicator that UKI acted reasonably in concluding the circumstances weren't covered as a theft.

I've also considered myself whether the circumstances should be considered a theft under the terms and conditions of the policy. The terms and conditions don't define *"theft"* and so I have to take the ordinary and normal meaning of this. Mr A, not unfairly, refers to the Theft Act 1968, which defines a theft as:

*"A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving others of it, and "thief" and "steal" shall be construed accordingly."*

I'm mindful that the police, when they determined this wasn't a criminal matter, would also have had the Theft Act and its definitions in mind when determining this was better defined as a civil matter. I'd need to see some persuasive evidence to suggest that this should be considered a theft.

I can't agree that the actions of the landlord here would amount to a theft as defined in law. There wasn't a dishonest act in obtaining the items, as they were removed from the property in line with the notice given by the landlord. I won't go into the legality or otherwise of that

action in of itself, as it was the subject of the legal proceedings brought by Mr A against the landlord. However, the landlord gave notice that if Mr A didn't remove his items by the date given, they would be removed from the property. I don't think this is dishonest.

I'm aware Mr A says the landlord has acted dishonestly in the legal proceedings by saying the items have been disposed of. However, any dishonesty there isn't about the appropriation (ie obtaining) of Mr A's possessions. The alleged dishonesty would appear to arise in their actions in seeking to retain the items. Mr A hasn't provided any evidence that the items have been retained by the landlord, other than his contention that the landlord can't have disposed of the items in the way they said they did. This is based on the amount of possessions and the size of the vehicle allegedly used by the landlord to take them to a recycling centre. In any case, as I've said above, I think there needs to be dishonesty in how the landlord came to obtain Mr A's possessions, which isn't the case for the reasons I've previously given.

If I can't identify any dishonesty in the actions when the items were removed then I can't say a theft has occurred.

For the reasons outlined above, I'm satisfied UKI acted fairly when it declined cover for Mr A's claim.

### **My final decision**

I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 December 2024.

Ben Williams  
**Ombudsman**