

The complaint

C's complaint is about a claim it made on its Ecclesiastical Insurance Office Plc ('Ecclesiastical') business protection insurance policy for a mobility lift, which Ecclesiastical declined to cover.

C says Ecclesiastical treated it unfairly and wants them to cover its claim.

C's complaint is brought by Mr C, but I shall refer to all submissions as being C's own for ease of reference.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- The starting point is the policy terms. They cover C's contents, computer equipment and stock under the property damage section of the policy, which applies here.
- As the mobility lift is not computer equipment or stock, I've considered whether it's capable of falling under the contents section of cover. This section excludes landlord's fixtures and fittings. In this case Ecclesiastical have turned down C's claim on the basis that it falls within this exclusion. I agree with this interpretation.
- In this case the mobility lift is attached to the fabric of C's landlord's building in the same way a boiler or a toilet would be. I don't consider the mobility lift to constitute a fitting because these tend to be less permanent and moveable in nature such as cabinets or mirrors. But even if the lift could be considered a fitting, it would still be excluded from cover if installed by C's landlord.
- As I understand it the mobility lift was installed and funded by C's landlord in advance of C agreeing to its lease with it. The lease between C and its landlord makes no reference to the mobility lift falling within property owned by C. And the photographs C has provided show the lift to be built into the landlord's building. As such I find it unlikely that this is capable of being C's property, such that it could be moved elsewhere should C move business premises.
- C has said that the lift is its responsibility as well as the maintenance of it and that should a customer entering its shop be injured in it, it is insured for this risk by C. But I don't think this makes a difference to whether the lift is a fitting that belongs to the landlord here. It may be that C reached an agreement to maintain the lift with its landlord but the

ownership of it isn't recorded anywhere in the evidence presented to me and it's reasonable to conclude that a lift installed by the landlord before C took a lease at that business premises is a landlord's fitting.

- I have seen a statement from a surveyor setting out that the intention was for the landlord to hand over the lift to C on completion of the lease. And as such it forms an item of plant. If that was the intention, then I would have expected to see this recorded in an agreement and for the reasons I've already set out above- namely that the lift isn't something C can take with it when its lease comes to an end- I'm not persuaded that it constitutes anything other than a landlord's fitting. So, in the absence of anything to confirm that C can remove the lift and take it with it on termination of the lease, I think Ecclesiastical acted fairly when turning down its claim in this complaint. As such they don't need to do anything further.

My final decision

For the reasons set out above, I don't uphold C's complaint against Ecclesiastical Insurance Office Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 20 January 2025.

Lale Hussein-Venn
Ombudsman