

The complaint

Mrs B complains that Liverpool Victoria Insurance Company Limited trading as LV (LV) unfairly declined a claim she made on a home insurance policy.

What happened

Mrs B held a home insurance policy with LV. Following an incident where the police attended her home, her ex-partner was banned from returning to the property and the police recommended Mrs B change the locks.

Mrs B arranged for the locks to be changed, and contacted LV to make a claim for the costs. She explained that keys hadn't been lost, but were in the possession of her ex-partner and she was unable to get them back.

LV said the policy didn't provide cover in these circumstances. Mrs B was unhappy with this and complained. LV rejected her complaint and she referred it to our service. Our investigator didn't think LV had done anything wrong. Mrs B didn't accept this, and so her complaint has come to me to make a final 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.

I understand and appreciate why Mrs B changed the locks at the property, based on the advice of the police and to prevent her ex-partner from accessing the property. I'm also conscious that she incurred significant costs when she changed the locks. I also understand why Mrs B thinks it's unfair that she should be liable for those costs. However, what I need to consider here is whether it's fair to conclude LV should be liable for those costs.

The onus when making a claim on an insurance policy is for the policyholder (in this case Mrs B) to show that the circumstances of what's happened fall within the scope of cover stated in the policy terms and conditions. In this case, those terms and conditions say there's cover for *"the reasonable costs to replace and fit locks to the external doors of your home, and alarms and safes, if your keys are lost or stolen."*

The policy doesn't define either lost or stolen, so I have to take the ordinary and normal meanings of these words.

Mrs B doesn't say that the keys have been stolen by her ex-partner, and I agree. He had them in his possession from when he resided at the property, and hasn't taken them without the owner's permission.

Mrs B says she believes the keys should be considered lost, as she can't get them back. I think a normal meaning of lost in the context of this matter would be where the keys have been misplaced, at an unknown location and time, and that attempts to recover them have been unsuccessful.

It would seem that Mrs B knows who has possession of the keys, that being her ex-partner, and that they haven't been misplaced. There's no indication her partner has lost the keys, or that they have been misplaced. I understand she's not in a position to recover the keys, but that doesn't mean they're lost. The reason for changing the locks isn't because the keys have been lost, but to prevent her ex-partner from accessing the property.

Unfortunately, this means that the costs Mrs B has paid to change the locks aren't covered by the policy. I can't say LV has done anything wrong when it said it couldn't cover the claim.

My final decision

I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 2 May 2025.

Ben Williams
Ombudsman