

## **The complaint**

Mr D and Ms S have complained that AXA Insurance UK Plc (AXA) unfairly declined a claim under their home insurance policy.

Mr D and Ms S are represented for their complaint but, for ease, I will normally only refer to them.

## **What happened**

Mr D and Ms S were on holiday when their home was burgled. They reported the claim to AXA. AXA assessed the claim and declined it. It said Mr D and Ms S hadn't complied with the minimum security requirements required under the policy terms.

When Mr D and Ms S complained, AXA maintained its decision to decline the claim. It said the theft was not covered because the windows at the property didn't lock. It said the policy required that the property be secure, including that the windows can be locked with keys. There was also an endorsement in the policy schedule that described the minimum security conditions, which included key operated security for windows and that windows be secured. It said it was satisfied it was reasonable to decline the claim.

Mr D and Ms S complained to this Service. Our Investigator didn't uphold the complaint. He said the policy document explained the minimum security requirements, which included that the windows needed to be locked when the property was left unattended. He said AXA had set out the requirement clearly. Mr D and Ms S hadn't complied with it. He said it was fair that AXA declined the claim.

Mr D and Ms S didn't agree. They said the minimum security requirements were buried in the terms and conditions. AXA hadn't previously carried out an inspection to confirm compliance with the security requirement or sought explicit confirmation it had been complied with. They said AXA had taken premiums for many years and then declined their claim on a technicality. So, the complaint was referred to me.

## 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 don't uphold this complaint. I will explain why.

Mr D and Ms S's claim was declined because AXA said they hadn't complied with the minimum security requirements. The policy schedule included an endorsement that said:

*"041 Minimum Security Conditions*

*We will not be liable for loss or damage by theft or attempted theft from the home unless:*

*1. the following security devices are fitted and put into operation whenever the home is left unattended*

*a) either*

*- a lock approved to BS3621 or*

*- a mortice deadlock of at least 5 lever or*

*- a rim automatic deadlatch with a key-locking handle on the inside or*

*- a key operated multi-point locking system with at least three fixing points and a lock cylinder with at least five pins to the main entrance door*

*b) key-operated security devices top and bottom in addition to existing locks or a lock to the standard in*

*(a) above to all other external doors except sliding patio doors*

*c) a key-operated patio door lock mounted internally on the centre rail(s) or protection to the standard in (b) above to sliding doors*

*d) key-operated security devices to all opening windows and skylights on the ground floor and those which are accessible on other floors"*

Mr D and Ms S have said they were on holiday when the burglary happened. So, the property was unattended. When Mr D was interviewed by AXA about the claim, he signed a statement that said the kitchen window was only closed with a latch and wasn't locked. This was how he thought the burglars had gained entry. He also said the patio doors weren't locked, which was how he thought the burglars had exited the property. AXA also noted there was no visible damage to the window from it being forced open. I think the endorsement was clear that one of the specified security devices had to be in place and in operation when the property was unattended. I also think this endorsement was relevant to the circumstances of the claim and that not complying with it was material to the loss. So, I think it was fair for AXA to decline the claim because this endorsement wasn't complied with.

Mr D and Ms S have said AXA took their premiums without inspecting their property to check whether they were compliant with the security requirements. I don't think it was unusual that AXA didn't carry out an inspection when the policy was taken out or renewed.

I'm aware Mr D and Ms S have also said they weren't aware of this endorsement, which was on the policy schedule. The policy was through a broker, so AXA wasn't responsible for the sale. If Mr D and Ms S think the information was unclear in the policy documents, they would need to complain to the broker.

So, having thought about this complaint, I don't uphold it or require AXA to do anything else in relation to it.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms S to accept or reject my decision before 22 April 2025.

Louise O'Sullivan  
**Ombudsman**