

The complaint

Mr and Mrs P complain that U K Insurance Limited (UKI) unfairly declined a claim they made on a home insurance policy.

What happened

Mr and Mrs P hold a home insurance policy with UKI. When flooring was damaged, they made a claim. UKI declined cover for the claim, as it said the flooring fell under the definition of buildings. The policy didn't include cover for accidental damage to buildings.

Mr and Mrs P were unhappy with this, as they felt the flooring should be considered a content, for which there was cover on the policy. When UKI rejected their complaint, they referred it to our service. Our investigator thought UKI had acted fairly. Mr and Mrs P didn't agree 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.

In effect, my role here is to decide whether it was fair for UKI to say the flooring fell into the definition of "buildings" under the policy, or whether it should fall within the definition of "contents." That the floor has been accidentally damaged, and that Mr and Mrs P's policy only covers for accidental damage to contents isn't disputed.

What this means is that if I'm satisfied it was reasonable for UKI to say the floor was included in the definition of buildings, I can then safely conclude it was fair to decline cover for the claim. No other section of cover has been identified which could potentially apply to the circumstances of the claim.

The policy's terms and conditions define "buildings" as:

"Your private home, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences."

The terms and conditions go on to define "contents" as:

"Household goods, personal possessions, business equipment, camping equipment, money, satellite dishes, aerials and other articles which you are responsible for or that belong to you, domestic staff who live in or guests, except paying guests."

Of note within this definition, "personal possessions" are further defined as:

"Valuables, sports equipment and bicycles that belong to you and luggage, clothes and any other items you normally wear or carry that belong to you or for which you are legally responsible."

What can be seen from these definitions is that none of them make any reference to flooring, whether it is carpet, wood, vinyl or tiled. I therefore need to determine whether the flooring, as described, falls within the definition of “buildings” or “contents.”

The flooring in question was luxury vinyl tiling (LVT) and Mr and Mrs P take the view that this could be taken up and removed without causing damage to either the tiles themselves or the underfloor, and re-used. On that basis, they say it should be considered a household good, UKI’s position is that the tiles were attached to the underfloor by adhesive, and so fall within the definition of fixtures and fittings.

I appreciate Mr and Mrs P’s strength of feeling on this point, but I do think the flooring should be considered a fixture in the property. I say this because the tiles were secured to the underfloor with adhesive, so should be considered fixed. I note UKI considered it was likely that removing the tiles could cause damage to the tiles or underfloor. I’m also aware that both UKI’s contractor, and a contractor engaged by Mr and Mrs P both said that as part of the reinstatement works, the underfloor would require screeding – ie levelling.

This suggests to me that the removal of the tiles could leave some adhesive behind or damage the underfloor, which would then require it to be levelled before replacement tiles could be fitted. So it seems the floor was fixed to the floor, and reasonably falls within the definition of “buildings.” I’m aware Mr and Mrs P sent photos of the underfloor after the tiles were removed and while these don’t show any obvious damage, the photos aren’t enough evidence to show no damage has occurred or that adhesive hasn’t been left behind. In any case, the position would still seem to be that the underfloor required screeding, and so my previous point on this is unchanged.

I’m also aware there was a dispute between UKI and Mr and Mrs P about whether the flooring went under the skirting board. UKI says it did, while Mr and Mrs P say it didn’t. However, even I accepted Mr and Mrs P’s view on this, it wouldn’t change by decision, as the tiles (whether they went under the skirting board or not) were still fixed in place with adhesive. That, for me, is the more relevant consideration when looking at whether the flooring forms part of the “buildings” or “contents.”

On balance therefore, I’m satisfied UKI’s assessment that the flooring fell within the definition of “buildings” was fair. As Mr and Mrs P didn’t have the cover for accidental damage to buildings as part of their policy, UKI acted reasonably when it declined cover for the claim.

My final decision

I don’t uphold Mr and Mrs P’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr P and Mrs P to accept or reject my decision before 5 June 2025.

Ben Williams
Ombudsman