

The complaint

Mr S complains about Haven Insurance Company Limited's decision to decline a claim under his home insurance policy.

What happened

Mr S had a home insurance policy with Haven.

In May 2024 he made a claim for theft of items from his property while it was unattended.

Haven declined the claim because it said Mr S had breached the policy's security conditions by not using the key to engage the locks on his front door (the door). It also said he breached the policy condition requiring him to take reasonable care to limit any loss.

Mr S complained and in January 2025, Haven issued a complaint response. It maintained that Mr S had breached the policy conditions by not engaging the front door locks fully at the time of the loss.. It accepted the validation of the claim had taken some time but said it dealt with the claim efficiently in the circumstances.

Mr S referred his complaint to the Financial Ombudsman Service. He wanted Haven to settle the claim and cover his loss.

The Investigator didn't uphold the complaint. They said it was fair for Haven to ask Mr S for information in line with the policy terms. They said Mr S breached the policy's security condition by not locking the door, so Haven had fairly declined the claim.

Mr S didn't agree. He explained why he'd been unable to provide some of the information Haven asked for, in relation to ownership of items. And he provided further ownership evidence for other items. He said that Haven had misunderstood what he'd said about some of the items he'd claimed for.

Because the complaint couldn't be resolved, it's been passed to me to decide.

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 S has provided a lot of information in support of his complaint. I assure Mr S that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

In line with the above, I think the key issue under this complaint is what Haven said about the breach of the policy's security condition. So this is what I've focused on.

Mr S's policy, like most insurance policies, contains exclusions to the cover it provides.

His policy schedule and statement of fact include the SE11 Minimum Standard of Security endorsement, which says:

“Theft, attempted theft...are excluded subject to the adequate locks or security devices being fitted as detailed in the Minimum standard of security section of contract conditions of the policy wording.”

And the minimum standard of security section of contract conditions of the policy wording says:

“Cover for theft... is excluded unless You...have the required locks...fitted and put into operation whenever Your Home is left unattended...”

The required locks includes locks on all final exit doors. This therefore includes Mr S's front door.

Mr S says he thought he had operated the lock on the door just by turning the doorknob and without locking the door with the key. Overall, I think he understood it was important his door was properly locked. So I don't think awareness of the above terms and exclusions would've impacted on his actions. For this reason, I don't think I need to make a finding on whether Haven did enough to make Mr S aware of the relevant exclusion.

Mr S accepts the door was not locked properly, so I'm satisfied the required lock was not put into operation and the above exclusion does apply to the circumstances.

In deciding whether it's fair in the circumstances, for Haven to apply the exclusion and decline the claim, I've considered whether the door not being properly locked was material to the loss. And for it to be material to the loss, I'd only need to be persuaded that the door not being properly locked (the required lock not being put into operation) likely made the entry and theft easier.

Haven's loss adjuster explained that had Mr S used the key to put the door lock into operation, the multi-point lock mechanism wouldn't have retracted simply by turning the doorknob. Having reviewed the evidence, I'm inclined to agree with this conclusion. And if the door had been properly locked using the keys, I consider it more likely than not that significantly greater force would've been required for entry, and entry would have taken a significantly greater amount of time. It follows that I consider the door not being properly locked was material to the loss.

Mr S says he was not aware of the need to use the key to fully secure the door lock. But I consider it reasonable to expect him to be aware of the need to use a key to fully secure the lock, given that the front door lock in question has a keyhole. So I don't consider it unreasonable for Haven to rely on the exclusion in the circumstances.

For the reasons outlined above, I think it's fair and reasonable in the circumstances, for Haven to rely on the policy exclusion to decline Mr S's claim. I've therefore not gone on to consider whether Mr S provided sufficient evidence in relation to ownership of the items lost.

The policy terms also contain a condition requiring Mr S to take all reasonable care to limit any loss. But because I'm satisfied it's fair for Haven to rely on the exclusion to decline the claim, I've not considered this point further.

The terms of Mr S's policy say he must provide Haven with reasonable evidence in the event of a claim. So I don't think Haven acted unfairly in asking for information such as images of the entry point, images of the impacted rooms, alarm information and police information

(proof the theft was reported). And because Mr S took till between September 2024 and October 2024 to provide some of this information, such as the alarm and police information, I don't consider Haven caused unreasonable delay in deciding the claim.

Overall, for the reasons outlined above, I consider Haven acted fairly in the way it handled Mr S's claim, and in its decision to decline the claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 May 2025.

Monjur Alam
Ombudsman