

## **The complaint**

Mrs K complains about Covea Insurance plc's decision to decline a claim under a home insurance policy.

## **What happened**

Mrs K had a home insurance policy with Covea. In September 2024, items were stolen from her home overnight while she was asleep. Mrs K made a claim for theft with Covea.

Covea declined the claim because it said all the security measures were not in place at the night of the theft. Mrs K was unhappy with this decision, so she complained.

Covea issued a complaint response in December 2024. It said one of the locks on the door was not engaged and this amounted to a breach of a policy condition.

Mrs K referred her complaint to the Financial Ombudsman Service. She wanted Covea to cover the loss from the theft at her home.

The Investigator didn't uphold the complaint. They said Mrs K ought to have been aware loss from theft wouldn't be covered unless all locks were in full and effective operation. They were satisfied Covea had declined the claim unfairly.

Mrs K didn't agree. She said there were two locks on the door, of which one was engaged on the night of the theft. She said she didn't engage the other, key operated lock, on prior advice from the fire department, as this would be a serious impediment in the event of a fire.

## **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.

The terms of Mrs K's policy say it covers contents in the event of theft. But the endorsement on Mrs K's policy says Covea:

*"will not pay for loss or damage caused by theft...from the home unless all locks...are in full and effective operation...when you...retire for the night..."*

The endorsement (the condition) is set out in Mrs K's policy schedule. And having reviewed this document, I think Covea set out the endorsement clearly, and I think this information was presented in a clear way and wasn't misleading. It follows that I consider Mrs K ought reasonably to have been aware of the endorsement, and that it's fair for Covea to rely on the endorsement in the circumstances where it's relevant.

In considering whether Mrs K did breach the endorsement condition, I've noted Mrs K had one door entrance, which had a night latch lock and a key operated mortice lock.

The reports from Covea's agents, following inspection of the door, confirmed both locks were in effective order. Mrs K accepts the second, key operated mortice lock was not engaged at

the time of the loss. Mrs K also provided an email from the lock manufacturer, but I consider this confirms there were two locks, which are operated and engaged separately. So on balance, I'm satisfied Mrs K didn't engage all the locks on the main door on the night of the theft. And I think this amounted to a breach of the policy condition as outlined above.

Mrs K said she was advised against engaging the key operated mortice lock from the inside, as it would be a serious impediment in the event of fire. While I understand her reasons, I think she ought reasonably to have been aware of the policy endorsement requiring her to engage this lock. And in not doing so, I think she breached this policy condition.

Mrs K said most houses don't have two locks. But in her statement of fact, it says the property is "*secured by 5 lever mortice deadlocks or multi-point locking devices on all external doors*". Keeping this in mind, along with the endorsement, I think it was fair for Covea to expect Mrs K to engage the key operated lock when she retired for the night.

The rules say an insurer shouldn't refuse a claim for breach of a condition unless the circumstances of the claim are connected to the breach. So in deciding if Covea acted fairly in declining the claim, I've considered whether Mrs K's breach of the condition was material to the loss. This means I've considered whether Mrs K engaging the key operated mortice lock would've had a material impact on the circumstances leading to the loss.

Covea has said without all the locks in operation, the thieves were able to enter the property without force. I can also see from Covea's notes it's considered the thieves likely went through the letterbox on the door, to pull the night latch lock open and gain entry. So on balance, I think it's more likely than not that if Mrs K had also engaged the key operated mortice lock on the same door, the thieves wouldn't have been able to gain entry in the way they did. And that it would at least have taken them longer, with substantially more effort, to gain entry. It follows that I consider Mrs K's breach of the condition was material to the loss.

For the reasons outlined above, I consider Covea acted fairly in relying on the policy endorsement to decline Mrs K's claim. So, I won't direct it to do anything else.

### **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 Mrs K to accept or reject my decision before 1 July 2025.

Monjur Alam  
**Ombudsman**