

The complaint

Mr R's complaint is about the settlement provided for a claim made under his home insurance policy with Royal & Sun Alliance Insurance Limited ("RSA").

Mr R is represented in this complaint but I will refer to Mr R throughout for ease.

What happened

In November 2023, Mr R contacted RSA as his hot tub was damaged in a storm. He wanted the hot tub replaced and provided a quote for just over £18,000. RSA accepted the claim but said the maximum cover under the policy for house contents left in the open was £1,000. RSA therefore said it would pay £1,000.

Mr R is very unhappy with this and complained. He said that the hot tub should be considered under the buildings part of the policy, which provides cover for fixtures and fittings. He said the hot tub was plumbed in and sunk into a decked area of the garden, so was a permanent fixture. In addition, Mr R says the hot tub was included in the purchase price he paid for the house, as it couldn't be removed.

RSA did not change its position on the claim. RSA said Mr R had confirmed the hot tub was not secured to the decking and was not included in the fixtures and fittings document from the sale of the property. It also said that the replacement quote did not include any work needed to the decking, which suggest that the hot tub could be removed from its position and a new one slotted in. Given this, RSA said it was not a permanent fixture and could be removed and replaced, much like kitchen white goods. RSA therefore maintained its settlement offer of £1,000.

As Mr R remained unhappy with this, he referred the complaint to us.

One of our Investigators looked into the matter. He did not recommend the complaint be upheld, as he was satisfied that RSA was entitled to reject the claim for these reasons it had.

Mr R did not accept the Investigator's assessment, so the matter has been referred to me. He has made a number of points in support of his complaint. I have considered everything Mr R has said and have summarised his main points below:

- The hot tub was sunk into the decking making it permanently integrated into the structure and part of the property.
- This means it is difficult or impossible to remove and relocate easily, without demolishing or reconstructing the deck.
- It was sunk into the decking to enhance the landscape of the garden.
- The fact that the hot tub was not mentioned in the sale fixtures and fittings form would indicate the seller considered it part of the landscape of the property.
- RSA never questioned the hot tub when he purchased the policy and the policy is silent about hot tubs.

Mr R has also provided a list of court cases, which he says supports his argument that the hot tub was a fixture.

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 R's policy provides cover for the building and his contents. Mr R's policy defines "Buildings" as being:

"The Home and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the Land."

And it defines "Contents" as being:

"Household goods and personal property, money and valuables all belonging to or the responsibility of You or Your Family and contained in the Home or in the open within the boundaries of the Land belonging to the Home."

Mr R's policy has a limit of £1,000 for any contents left in the open.

The policy definitions are in line with all other household insurance policies. Essentially, the definition of 'buildings' means that to be considered under the buildings section of the policy the item must be fixed or fitted to the building or land in some way; and the definition of contents means they would be items that could be removed and used elsewhere without impacting the fabric of the building.

My remit is to determine what I consider to be the fair and reasonable outcome of this complaint in all the circumstances, having regard to the relevant rules and regulations, industry good practice where relevant and to the law. I have therefore considered all the evidence provided about this, including the photos provided of the hot tub and the case law referred to by Mr R.

One case says that fixtures could be items that form part of the architectural design of the building and therefore do not need to be fixed. However, all the other cases seem to support that there has to be a degree of fixing to the land/fabric of the building of an item for it to be considered a fixture.

Mr R has confirmed the hot tub was not bolted or secured to the decking. It is clear from the photos that the decking was built around the hot tub but it did not need to be installed in this way and could have sat on the decking.

I understand the hot tub was plumbed in and connected to the electrics but, as RSA has said, washing machines and other kitchen appliances would be connected in this way to the services too but that does not render them fixtures and fittings. I agree with RSA that being connected to the electrics and water does not render the hot tub a fixture.

I note that in response to the Investigator, Mr R has suggested the decking would need to be dismantled to get the hot tub out. However, the quote he has provided for replacement does not include any work to the decking. It includes removal and disposal of the existing hot tub but does not mention having to do anything to the decking to achieve the removal of the damaged hot tub and installation of the replacement.

While it is undoubtedly a heavy item, I have seen no reliable evidence that the decking would be damaged or need to be modified in any way to get the hot tub out. So while it would be difficult, due to its size to remove it, this does not in itself make it a fixture.

I also note the hot tub was not apparently detailed in the property fixtures and fittings form. I think, if it was not listed as an item that was staying at the property, this does suggest that it was considered a chattel (and therefore a household content, rather than a fixture). But it is difficult to draw any real conclusion from this on its own without more information about the sales discussions, which I don't have. However, given what I have said above, I do not accept that the hot tub was left because the previous owners could not remove it. They may have chosen not to, due to its size but that does not mean it could not have been moved.

Having considered everything carefully, I am not persuaded that the hot tub is reasonably considered to be a fixture and therefore covered under the buildings section of the policy. I am satisfied that RSA has acted fairly in considering it under the contents section of cover and it is therefore subject to the £1,000 limit for contents left in the open.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 July 2025.

Harriet McCarthy
Ombudsman