

The complaint

Mr M complains INTACT INSURANCE UK LIMITED unfairly declined a claim for theft of tools under a business protection insurance policy.

What happened

The details of the complaint are well known to both parties, so I won't repeat them in detail again here. Instead, I'll focus on providing my reasons for my decision.

In summary, tools were stolen overnight from Mr M's van.

- INTACT is satisfied the van was securely locked but it has declined the claim as the van was parked on Mr M's driveway instead of in a securely locked building or guarded security park as required by the policy.
- Mr M argues that his driveway is covered by CCTV so was guarded and the van was surrounded by other vehicles, walls or fences so it was enclosed. He also argues the term 'guarded security park' isn't defined in the policy documents so INTACT shouldn't be able to rely on it.

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 agree with the conclusions reached by the Investigator for the following reasons:

- The relevant terms and conditions are the ones which applied just before the policy renewed. These state that a claim of theft from an unattended van won't be covered unless two security requirements are met. "**a** unless it is securely locked at all points of access, and **b** between 9pm and 6am the vehicle is in a securely locked building or guarded security park;.."
- As this is a restrictive term I've first thought about whether it was brought adequately to Mr M's attention in the policy documents, and I think it was. The term is included in the Product Summary which sets out the key terms and exclusions of the policy.
- INTACT isn't required to provide definitions for all words or phrases in its document and usually definitions aren't provided unless an insurer intends them to have a very specific meaning or the word or phrase may have multiple interpretations.
- Here I think the phrase 'guarded security park' is clear enough to suggest that an open driveway would not be sufficient to meet this requirement. I've thought about its ordinary meaning, and I would understand this to be an enclosed space, used for parking and that has a range of security measures in place to protect the property parked there and it usually operated on a commercial basis.
- I appreciate Mr M has said he had CCTV covering the van and it was surrounded however I don't think this is sufficient to meet the requirements as set out in the policy.

- INTACT has admitted it provided poor service to Mr M in handling the claim including not calling him back, delays in dealing with the claim and inaccurately telling him the claim would have covered prior to the policy terms and conditions being checked. It has offered Mr M £250 compensation. Having considered everything, I think this is a reasonable amount for the inconvenience Mr M was put to having to chase the claim and the additional effort this put him to.

My final decision

My final decision is that I uphold Mr M's complaint against INTACT INSURANCE UK LIMITED. I direct it to pay him £250 compensation.

INTACT INSURANCE UK LIMITED must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 October 2025.

Alison Gore
Ombudsman