

The complaint

Mr and Mrs S complain that U K Insurance Limited ('UKI') included an endorsement on their buildings and contents policy without making it clear during the sales process it would be doing this.

What happened

Mr and Mrs S tried to take out a buildings and contents policy online with UKI in August 2024 but couldn't accept the quote. So, they phoned UKI and took the policy out over the phone instead.

When they received their policy documents, they noticed there was an endorsement contained in the policy schedule. This endorsement set out a series of security requirements for external doors and windows which Mr and Mrs S were required to comply with otherwise theft or attempted theft while their home was unattended would not be covered.

Mr and Mrs S called UKI to query this endorsement and to ask for it to be removed from their policy. But UKI declined to remove it. Consequently, Mr and Mrs S decided to cancel the contents aspect of their cover but retain the buildings cover. And UKI provided a refund of the contents cover once they did this.

Mr and Mrs S complained to UKI and it provided a final response on 3 October 2024 not upholding the complaint saying that Mr and Mrs S were informed about the endorsement during the sale.

Dissatisfied with this response, Mr and Mrs S brought their complaint to us. Our investigator didn't find UKI had acted unfairly. He said he didn't dispute Mr and Mrs S hadn't been shown the security endorsement when they tried to take the policy out online, but he had listened to the phone call in which the policy was set up and was satisfied Mrs S was told during this call about the endorsement and had agreed to it.

Furthermore, the investigator thought the endorsement was clear in the policy documents sent to Mr and Mrs S, and since they acted on this by requesting the cancellation of their contents cover, he didn't think any detriment was caused to them.

Because Mr and Mrs S didn't agree, the complaint was referred 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.

Having done so, while I understand Mr and Mrs S will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I should start by saying while I've read and considered everything Mr and Mrs S and UKI have provided, I won't be commenting on every point made. I'll instead concentrate on what I

consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

Mr and Mrs S say when they were applying for the policy online, the security endorsement wasn't brought to their attention. Since I haven't been provided evidence showing exactly what they were shown while trying to take the policy out online, I see no reason to dispute this.

However, the sale of the policy wasn't concluded online. Mr and Mrs S said they couldn't accept the online quote, so they had to phone UKI. UKI have provided a recording of this phone call, and I have listened to it.

During the call, UKI said theft cover was subject to key operated window locks on all accessible windows and at least a five-lever mortice lock or a multiplying lock on the side or exit door and advised to read the endorsement wording. Mrs S acknowledged this and said no problem.

UKI didn't read the endorsement in full as it appears on the schedule. But I'm satisfied what it did say reasonably drew Mrs S's attention to the presence of the endorsement and its key aspects. So, I don't find that Mr and Mrs S weren't made aware of this endorsement before taking out the policy.

Mr and Mrs S don't dispute seeing the endorsement when they received their policy documents. They've explained when they saw it, they called UKI to ask for it to be removed, but it didn't agree, leading them to decide to cancel the contents cover.

Ultimately, I don't think there was any detriment to Mr and Mrs S. UKI told them during the sales call it would be adding the endorsement to the policy and advised what the key aspects of that endorsement were, it advised Mrs S to check the endorsement on the policy documents, Mr and Mrs S did check their policy documents and when they saw the endorsement they decided the contents cover didn't meet their needs. So, they decided to cancel the contents cover, which UKI allowed them to do without penalty.

Mr and Mrs S say they've now been left with difficulty finding contents cover elsewhere. But I don't think there's sufficient evidence to find UKI have done anything wrong to cause them to experience this difficulty. Mr and Mrs S say this difficulty is due to being asked when trying to take out cover elsewhere if they've ever had a policy voided or cancelled.

But I've seen nothing showing UKI cancelled Mr and Mrs S's policy. Instead, UKI's notes say *"Now you have read the full terms and conditions we are happy to offer you to cancel the policy with no fee if you feel it doesn't meet your needs"*. So, I think this shows that UKI allowed Mr and Mrs S to choose to cancel the cover, rather than UKI cancelling it.

My final decision

My final decision is that I do not uphold this complaint.

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

Daniel Tinkler
Ombudsman