

## **The complaint**

Ms B on behalf of the estate of her mother Ms B, has complained about U K Insurance Limited (UKI)'s decision to decline a claim made against a home insurance policy.

## **What happened**

Ms B's late mother Ms B bought a home insurance policy with UKI. Sadly on 6 November 2024 Ms B passed away at home.

On 13 January 2025 Ms B on behalf of the estate of Ms B called UKI to report water damage from a burst pipe in the loft. Ms B said they were alerted to the damage by a neighbour. Ms B said she and her brother had last visited the property on 10 January 2025.

UKI declined the claim as it applied an unoccupancy policy exclusion. Ms B and her brother were very upset with UKI's decision and raised a complaint. UKI was sympathetic to their circumstances, but said it's decision was correct. As the late Ms B's property had been left unoccupied for more than 60 days, the claim for damage wasn't covered under the policy.

Ms B asked us to look at their complaint. One of our Investigators thought UKI had acted reasonably.

Ms B wants an ombudsman to decide on the case. In summary she says that while UKI has strictly applied the terms of the policy, she feels their circumstances are extenuating due to the loss of their mother, their understanding of policy cover, and what is fair and reasonable.

So the case has 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.

I am very sorry to read of the impact the decision to decline the claim has had Ms B and her brother. I understand the loss of their mother has been an enormous event in their lives.

I've looked at whether UKI in its role as the insurer has acted reasonably and in line with the policy. In order for me to say it hasn't, I need to decide that UKI has acted in an unreasonable way.

UKI declined the claim as it said the late Ms B's property had been unoccupied for more than 60 days. UKI's policy says;

*"We don't cover....loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays)."*

Ms B confirmed that she and her brother did not sleep at the property since their mother passed away on 6 November 2024. They said they visited regularly as they both live nearby.

Ms B says they didn't know about the exclusion for cover under the policy. They were bereaved and had never been in this position before. As the policy had been paid for in full, they believed it would remain in force until the property was transferred, sold or expired. Ms B says the insurer for contents cover has applied flexibility and met their claim.

I cannot say that UKI has acted unreasonably because another insurer has made a different decision. Each insurer has separate policy terms and conditions and so I cannot comment further on that.

Insurers provide cover based on the information it is given when a customer applied for a policy. Each insurer has a different appetite for risk. The occupancy term isn't an unusual one. It is generally accepted in the industry that a property that is unoccupied carries more risk of insured perils; such as burglary or damage from flooding or escape of water from burst pipes – as was the cause of the claim in this case. So insurers – like UKI - will ask to be updated if there are changes.

I understand that Ms B and her brother made an assumption as to the policy's continuation of cover after their mother passed away. But that doesn't mean I can decide that UKI acted in an unreasonable way. UKI says if it had been notified sooner of Ms B's passing, it would have been able to direct them to a broker to assist with the purchase of unoccupied property insurance.

As UKI was not aware of Ms B's passing and the escape of water happened outside of the scope of the policy, I don't find that UKI has acted unreasonably in applying the unoccupancy exclusion.

I appreciate that UKI quoted from a different policy booklet when replying to the complaint. This should not have happened. However, the difference in policy wording doesn't make a difference to UKI's decision to decline the claim. The wording, although different, still means UKI has reasonably declined the claim.

I'm very sorry to disappoint Ms B and her brother. But this means I am not upholding their complaint.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Ms B to accept or reject my decision before 4 February 2026.

Geraldine Newbold  
**Ombudsman**