

The complaint

Mr M and Mrs W have complained about their home contents insurer U K Insurance Limited (UKI) because it declined their claim for four bikes stolen from their home.

Mrs W has mainly dealt with the claim and complaint. For ease of reading, in the body of this decision, I'll refer only to her.

What happened

Mrs W's home had a paved area/path at its side. She wanted to store bikes there. The house and boundary fence for the property form two long sides, a plastic canopy was placed overhead and a lockable gate to the front of the house formed an entrance way into the area as well as a third side. The rear of the area had no roof and ended at another wall of the house. Mrs W felt confident it was safe to move her bikes from a shed to this area which she thought of as an outbuilding.

In spring 2025 Mrs W's four bicycles were stolen from her home. It isn't clear if access was gained from the rear or front, but the gate lock was removed and the bicycles were taken.

Mrs W made a claim to UKI. UKI declined the claim. It felt the most appropriate policy wording applicable to this event was for "Contents Outside...but within the boundaries of your home", which excluded cover for loss of bicycles. Mrs W argued the bicycles had been stolen from a building or outbuilding – terms not defined in the policy – so there should be cover for them. UKI wasn't persuaded the theft had occurred from what could reasonably be termed as a building or outbuilding. So it maintained its decline and Mrs W complained to the Financial Ombudsman Service.

Our Investigator was satisfied UKI had declined the claim fairly and reasonably. So she was not minded to uphold the complaint.

Mrs W reiterated her reasons for thinking of this area as a building or outbuilding. She argued if UKI had wanted to consider an outbuilding, for example, as needing to be fully roofed, it should have set out definitions in the policy. She noted other insurers commonly set definitions like this to avoid having an unclear contract. Mrs W said UKI has not been clear in its policy and she's been treated unfairly as a result.

The complaint was referred for an Ombudsman's decision.

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 find that, like our Investigator, UKI has reached a fair and reasonable decision on Mrs W's claim. I've set out an explanation below.

UKI has not chosen to define every word used in its policy. That is not uncommon. To define every word or phrase would make a policy document unwieldy and over complicated. And an insurer does not define words to add clarity to a document. Rather an insurer provides definitions for certain words used in the policy on which it wants to bestow certain specific meanings. If a word is not defined that does not automatically mean the policy is unclear. Rather it just means that an insurer can't attach a specific meaning to that word, instead it's given its ordinary every day meaning. And really, here, that is what this dispute comes down to – the ordinary every day meaning of 'building' or 'outbuilding'.

UKI has noted that the cover for contents outside – not inside a building or an outbuilding – but within the boundaries of the property, excludes cover for bicycles. There is cover, which does not exclude bicycles, for contents from garages and outbuildings. Or there is cover for personal possessions, which includes bicycles taken from a locked building.

What the policy wording indicates is that UKI only wants to be liable for theft of bicycles which have been secured. It doesn't want to be liable for bicycles that are left in locations or situations where they might be vulnerable to theft.

Whilst I note what Mrs W has said about the area in which she kept her bicycles, I'm not convinced that area can be described as anything more than a covered outdoor space. It is similar to a car port, although I accept the lockable gate provided a certain amount of security for the area not often seen with car ports. But, like the area in question here, a car port is more of a shelter than a building.

I'm satisfied that a reasonable every day understanding of the word 'building' is a structure with sides and a roof which join together. An outbuilding is usually similar but possibly smaller and on the same land as a 'main' building. But I don't think it's reasonable to say that if some separate structures happen to meet or almost join together, those parts suddenly become a building or an outbuilding. And I think that is exactly the situation here.

The area has been afforded protection from the elements by a canopy being attached to the side of the house. The canopy does not cover the whole area, there is a significant uncovered space at one end. There is the property's boundary fence, which meets the house at the end of that uncovered space. The canopy meets the top of the gatepost, which are taller than the fence panels, but isn't joined to or supported by the fence. And there is the gate at the front. To me this covered area does not reasonably fall for consideration as a building or an outbuilding.

I realise Mrs W thought she would have cover for her bicycles. I understand it will have been upsetting for her to be told by UKI that it was declining the claim. However, on balance, I'm satisfied UKI made a fair and reasonable decision that this loss fell outside of what the policy would cover.

My final decision

I don't uphold this complaint. I don't make any award against U K Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs W to accept or reject my decision before 30 January 2026.

Fiona Robinson
Ombudsman