

complaint

Mrs K complains that U K Insurance Limited ("UKI") won't pay under her home contents insurance policy to fix the locks on her door.

background

Mrs K said she'd accidentally damaged the locks on her front door, but UKI wouldn't pay for the repairs. She wanted UKI to pay her claim, and she wanted compensation for the time she'd wasted bringing this complaint.

UKI said there hadn't been an accident which caused the door to jam, so this wasn't accidental damage. And it would only cover the cost of locks if the keys were lost or stolen. It wouldn't cover the repair of damaged locks. Those didn't count as home contents, and Mrs K only had a contents insurance policy.

Our adjudicator didn't uphold this complaint. He didn't think that locks were covered under Mrs K's policy. So he didn't think UKI had done anything wrong.

Mrs K thought that her locks were household goods, like the table, oven, boiler or TV. And the doors were expensive, worth moving if they left. So she thought UKI should pay for the locks. Especially because her buildings insurers said they weren't covered under that insurance, and she had to claim on her contents insurance. As Mrs K didn't agree with our adjudicator, the case was passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached the same conclusion as our adjudicator, and for the same reasons.

Not everything in Mrs K's house is covered under her insurance policy. Insurance is an agreement between the insurer and the policyholder. In return for the premiums Mrs K has paid, UKI has agreed to pay her if something listed in the policy causes a problem to the contents of her home. If she has a problem with things inside the house that aren't covered under the policy then UKI doesn't have to pay her.

Mrs K has cover for accidental damage. But she can only claim if an accident happens to a thing which is covered under her insurance.

Mrs K's insurance with UKI covers the contents of her home. Her policy document sets out what contents cover includes. That list starts "*Household goods, personal possessions...*" She doesn't have cover with UKI for buildings. Buildings are also defined in the policy. That list starts "*Your private home, fixtures and fittings...*". I would normally expect locks on a front door to count as fixtures and fittings, because they are attached to the house, and not easily separated from it. I wouldn't describe locks which are attached to a door as personal property or household goods. So I'm afraid I agree with UKI, and with our adjudicator, that the thing which has gone wrong inside Mrs K's house is something that isn't covered under her insurance policy.

Because I don't think UKI has done anything wrong, I can't ask it to pay Mrs K compensation for the time she's taken bringing this complaint.

I know Mrs K will be disappointed, but I don't uphold this complaint.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 11 April 2016.

Esther Absalom-Gough
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