

The complaint

Ms S is unhappy that Royal & Sun Alliance Insurance Ltd (RSA) declined her claim for a replacement hob.

What happened

Ms S had contents insurance underwritten by RSA. She made a claim under her policy for accidental damage to the hob in the property she rented. RSA declined the claim because cover wasn't available for fixtures and fittings under the tenant's liability section of her contents policy.

Ms S didn't think RSA had declined her claim fairly because she owned the hob and could take it with her if she moved. Therefore, Ms S thought it should be classed as contents.

RSA issued a final response maintaining its decision to decline the claim, so Ms S brought her complaint to us.

Our investigator didn't uphold the complaint. She said RSA had declined the claim fairly for the reasons it gave which were in line with the policy terms and conditions.

Ms S disagreed. She provided evidence of other claims where complaints similar to hers had been upheld. Ms S also said kitchen hobs weren't specifically excluded from her cover.

The complaint was 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.

Having done so I've decided not to uphold Ms S's complaint for the following reasons.

RSA declined Ms S's claim because she didn't have cover for accidental damage to buildings under her tenant's liability.

- Ms S had contents insurance only with RSA.
- As Ms S rented the property, the contents insurance also provided tenant's liability cover for buildings insurance perils 1-12.
- Accidental damage to buildings, including fixtures and fittings, isn't covered under perils 1-12. Accidental damage is covered under peril 19.

Therefore, I'm satisfied that RSA declined the claim fairly because Ms S didn't have cover for accidental damage under the tenant's liability section of her contents cover.

Ms S said she had no reason to look at the buildings section of the policy.

- Page 14 of the policy booklet, under the definition of contents, states that fixtures and

fittings aren't covered.

- Examples of fixtures and fittings are given on page 13 in the buildings definition. The list includes, *fitted kitchen units including fixed hobs in units*.
- Ms S said she'd have no reason to read the buildings section of the policy so wouldn't have known that she didn't have cover for her hob.
- Under the tenant's liability of the contents cover, the policy booklet directs Ms S to pages 22 and 23 of the buildings section for details of cover.

As the contents section refers to the fixtures and fittings defined in the buildings section, and the perils covered under the tenant's liability, I'm satisfied RSA has provided the relevant information for Ms S in a section of the policy she can reasonably be expected to look.

Ms S believes her hob is a personal possession because she bought it and she could take it with her when she moved.

- The policy defined a fixed hob as a fixture and fitting.
- The hob was fitted into the kitchen unit and wired into the property.
- The policy cover for personal possessions refers to easily moveable possessions.
- On balance, I think it's unlikely a fitted hob would reasonably be considered a personal possession or an easily moveable item under the policy.

Therefore, I have no reason to think RSA should've considered the claim under the personal possessions section of the policy.

Overall, I'm satisfied that RSA declined Ms S's claim fairly and reasonably for the reasons it gave and in line with the terms and conditions of the policy.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Ms S's complaint about Royal & Sun Alliance Insurance Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 31 July 2023.

Debra Vaughan
Ombudsman