

The complaint

A limited company that I will refer to as E complains about the decision of Markel International Insurance Company Limited to decline its commercial insurance claim.

What happened

The following is intended only as a brief summary of events. Additionally, for the sake of simplicity, I have just referred to E and Markel.

E operates as an electrical contractor and held a commercial insurance policy underwritten by Markel. In late 2021, E was working on a highway project and had several large lighting columns delivered to site. It isn't clear whether E was actually on site to accept delivery of these items. However, they were left for a period of several weeks over the Christmas period when no-one was working on site. E returned in January 2022 to find the columns missing and contacted Markel to claim for their loss.

Markel declined the claim. It said that it wasn't clear when the columns went missing. And that E had not taken any reasonable precautions to prevent their theft. E was unhappy with Markel's decision and brought its complaint to the Financial Ombudsman Service. However, our Investigator felt that, as there was no evidence E had taken precautions, Markel had acted fairly and reasonably in declining the claim.

E remained unsatisfied and its complaint has been passed to me for a 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 am not upholding this complaint largely for the same reasons as the Investigator.

E's policy contains the following condition specific to the section of cover:

"The Insured shall take and cause to be taken all reasonable precautions for the safety of the Property Insured..."

And the following similar general condition:

"The Insured shall at his own expense

A) take and cause to be taken all reasonable precautions to prevent or diminish loss destruction or damage or any circumstance or occurrence or cease any activity which may give rise to liability under this Policy and maintain all premises ways works machinery plant and vehicles in a sound condition..."

A clear explanation of the exact events has not been provided. However, it seems the columns would have been left by the side of the highway without any form of security. I do note that the columns were large, and may have been difficult to transport. However, the

duration they were left means I do not consider this to be an adequate precaution in itself.

Ultimately, I am satisfied that E did not take all reasonable precautions to keep the property safe and diminish the risk of its loss. It follows that I consider Markel declining the claim to be fair and reasonable in all the circumstances of this complaint.

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 E to accept or reject my decision before 18 January 2024.

Sam Thomas
Ombudsman