

The complaint

Mr S complains about Royal & Sun Alliance Insurance Limited, trading as RSA's handling of his home insurance claim.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As RSA has accepted it is accountable for the actions of the agent, in my decision, any reference to RSA includes the actions of the agent.

What happened

In mid-2022, Mr S's garage was broken into, and his bicycle and some accessories were stolen. RSA settled Mr S's claim for the stolen bicycle and accessories under the contents section of his policy. However, it told Mr S that his broken garage lock wasn't covered under contents, but under the buildings section. It said it wouldn't be financially viable to proceed with the claim for the lock, because the cost of repair would be less than the £350 excess that applied.

Mr S thought RSA should cover the repair of his lock under contents. He raised a complaint, but RSA maintained its position. So, Mr S asked our service to consider the matter.

Our investigator didn't think Mr S's complaint should be upheld. He thought RSA had acted fairly and in line with the policy's terms.

Mr S disagreed with our investigator's outcome and asked for his complaint to be referred to an ombudsman. So, his complaint 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.

Having done so, I've decided not to uphold Mr S's complaint. I'll explain why.

Mr S had both buildings and contents insurance with RSA covering the date in which the incident occurred. The terms and conditions for buildings and for contents are set out in two separate policy booklets.

Both policy booklets contain the wording: *"Please note if you hold Buildings and Contents Insurance with (the intermediary) and claim under both sections you will be required to pay the excesses under both sections"*.

According to Mr S's policy documents he had a total excess of £350 for contents, with the same amount applicable for buildings' claims.

I understand that Mr S is unhappy that RSA wouldn't agree to include the damage to the garage door lock as part of his contents claim. He's referred to wording in the Contents Insurance Product Information Document (IPID) which says: *"Replacing and fitting new locks up to £1,000"* is insured.

The IPID document is a brief summary of what is and isn't covered under the policy. It refers policyholders to the policy booklet and their statement of insurance for the terms and conditions.

The contents policy booklet says that "*contents*" are covered by loss or damage caused by "*theft or attempted theft*". However, I'm satisfied that the garage door lock doesn't fall under RSA's definition of "*contents*".

"*Lock replacement*" is included as an additional benefit in the contents policy but this says: "*The cost of replacing and fitting new locks or lock mechanisms to external doors, windows, intruder alarms and safes installed in your home if the keys are lost or stolen anywhere in the world...*"

As Mr S's keys don't appear to have been lost or stolen, I think it was reasonable for RSA to conclude that damage to the door lock wasn't covered under the contents section of his policy.

I appreciate my answer will be disappointing for Mr S. But I'm satisfied that RSA has acted fairly and reasonably, in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 August 2023.

Anne Muscroft
Ombudsman