

## **complaint**

Mr and Mrs J complain that UK General Insurance (Ireland) Limited declined their claim for theft.

## **background**

Mr and Mrs J had home insurance with UK General and made a claim for theft. Mr J had been carrying out some maintenance work to the front of the property when a thief entered the house through the back door and stole various items. Both the side gate and the back door had been closed but not locked. UK General declined the claim. It said that the theft was excluded because there was no forced or violent entry to the property.

Mr and Mrs J told UK General that they felt that the thief had used "deception" to gain entry into their home. They said that a painter working on a property across the road had seen the thief walk up their next-door neighbour's drive before climbing over a wall onto the private shared driveway between the two houses. UK General said that it did not consider the circumstances described by Mr and Mrs J met the policy's intended meaning of deception.

Mr and Mrs J have complained to this service. They feel that UK General should settle their claim because the policy wording did not make it clear that only certain forms of deception were covered.

Our adjudicator has not recommended that the complaint should be upheld. He agreed that deception was not defined in the policy wording but based his opinion on 'the ordinary meaning of the word in the context of household theft claims'. He felt that for there to have been deception, the thieves would have needed to use words or actions to trick Mr and Mrs J into allowing them into the property.

Mr and Mrs J have asked for their complaint to be reviewed by an ombudsman. They say that the policy wording was not sufficiently clear and that they had not understood the meaning of deception.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

UK General has excluded Mr and Mrs J's claim because it involved *"loss or damage caused by theft or attempted theft where there is no violent or forcible entry or exit and no deception has been used to gain entry to your home"*.

Mr and Mrs K accept there was no forced entry but argue that the theft did involve deception and therefore UK General should settle their claim. They say that the thief deliberately walked up their neighbours drive to hide his intention to enter the property and commit theft.

UK General has stated that deception was intended to cover circumstances where the policyholder had permitted the thief or thieves to enter the property for apparently legitimate reasons and the theft was a result of the thief lying about their status and reasons for their visit. It has said that there was no interaction or dialogue between Mr and Mrs J and the thief and that the thief entered the unlocked door 'opportunistically'.

Mr and Mrs J feel that all thefts involve an element of deception. In my view, it would be more accurate to say that all thefts involve an element of dishonesty. It does not follow that all theft involves deception. I agree with UK General that deception would normally involve some sort of interaction between the thief and the person being deceived – in this case, Mr or Mrs J. Mr J was not tricked nor did he permit the thief to enter his property because of something the thief said or did. The thief entered the property because the door had been left unlocked and not because he was given permission.

Mr and Mrs J feel that the policy wording was not clear. I have considered it carefully and I am afraid that I disagree. It would be unreasonable to require insurers to define every word contained in a policy document and I am satisfied that, within the context of the relevant section of the policy document, the meaning of the word deception is sufficiently clear.

For completeness, I have not seen any evidence that Mr and Mrs J would not have taken the policy out if they had known that it did not provide cover for this type of incident. It would be highly unusual for in insurance policy to cover all incidents of theft without any exceptions and I am not persuaded that this was Mr and Mrs J's intention when they took out the policy. Similarly I am not persuaded that Mr and Mrs J would have taken any additional precautions had they know the policy didn't cover them for this type of incident.

In conclusion, I find that UK General has treated Mr and Mrs J fairly and reasonably. I am satisfied that the policy wording was sufficiently clear and that UK General was entitled to have excluded the theft for the reason that it did.

**my final decision**

For the reasons outlined above, I do not uphold this complaint.

Carolyn Bonnell  
**ombudsman**