

complaint

Mr K and Miss H are complaining that their claim to U K Insurance Limited (UKI) under a contents insurance policy for a theft of personal belongings was rejected.

background

Mr K and Miss H have put a claim in to UKI for theft of their personal belongings after being unable to access a property they were tenants in.

Mr K and Miss H have said that after leaving their property for one night, they returned and were unable to gain access due to their landlord changing the locks. Mr K has said that he was abroad picking up a motorcycle and Miss H was staying with a friend. They say they tried to resolve the issue by contacting the landlord on their return but got no response.

Mr K and Miss H believe an un-lawful eviction has taken place and the incident was reported to the police and UKI. They say they looked through the window of the house on their return and their belongings had been removed. The police looked into the allegation of theft but referred to it as a civil matter and took no further action. Mr K and Miss H put a claim into UKI and went on to supply both UKI and the police with a list of the items that they want to claim for.

UKI have said that Mr K and Miss H could claim for theft if they can provide evidence that they were unlawfully evicted, without this they won't look at the claim.

Our investigator looked at the case and upheld it. They didn't think UKI had provided sufficient evidence to say that the property was no longer Mr K and Miss H's home. They also felt it was unreasonable to expect the policy holders to take the landlord to court prior to making a claim on their insurance.

UKI didn't agree with the investigator so it has been passed to me to issue 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 and have decided to uphold the complaint for largely the same reasons as the investigator.

Mr K and Miss H have provided a copy of their tenancy agreement which shows that their tenancy ran until 27 February 2018. There is no evidence that the agreement had ended or that an eviction notice had been served. For UKI to reject the claim on the basis that Mr K and Miss H had been evicted lawfully there would need to be a court order which confirmed this, which there is not.

The landlord has said that Mr K and Miss H vacated the property and as far as they were concerned had moved out. Mr K and Miss H dispute this and Mr K has supplied evidence that he was out of the country on the date the landlord changed the locks to the property. This supports his claim that he was abroad for one night rather than moved out.

In the absence of documentation detailing that the tenancy agreement in place had been cancelled lawfully, I'm unable to say that Mr K and Miss H were no longer residents in the property.

Mr K has also supplied evidence that he tried to contact the landlord several times on his return, with no response. These messages support Mr K and Miss H's claim that the locks were changed without their knowledge and they were still residing in the property.

In the absence of a court order detailing a lawful eviction, I can't say that UKI have acted fairly and reasonably when declining to look at Mr K and Miss H's claim.

my final decision

Based on the information I've seen and my findings above, I'm upholding this complaint and recommend U K Insurance Limited reassess Mr K and Miss H's claim under the remaining terms of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Miss H to accept or reject my decision before 26 June 2017.

Tom Wagstaff
ombudsman