

## **The complaint**

Miss M and Mr M have complained that Covea Insurance plc (Covea) unfairly declined a claim under their home insurance policy.

For ease, I will normally only refer to Mr M as he mainly dealt with the claim and the complaint.

## **What happened**

Mr M contacted Covea to make a claim for paint he had spilled on the sofa. Covea assessed the claim and declined it because it didn't accept Mr M's account of what happened. When Mr M complained, Covea maintained its decision to decline the claim.

So, Mr M complained to this service. Our investigator upheld the complaint. He said what Mr M had described seemed to meet the definition of accidental damage and Covea hadn't relied on any of the terms of the policy to decline the claim. He said Covea should reconsider the claim.

As Covea didn't agree, the complaint was referred to me.

## **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 uphold this complaint. I will explain why.

The claim was made under the accidental damage part of the policy. This was defined as:

*“An unintentional and unexpected one off incident that causes damage to your buildings or contents.”*

Mr M said that he was carrying a tin of paint at chest height and when he entered the room, he stood on a game console controller, which caused him to slip. The paint then landed on the sofa. He said he tried to clean the paint off the sofa, which caused it to spread further. Based on what Mr M described, I think this met the definition of accidental damage.

Covea has declined the claim because it doesn't think what Mr M described was credible or that the claim was genuine. As the paint Mr M used wasn't one that splashed, it didn't accept that it could have covered such a large area of the sofa. Covea confirmed to this service that it wasn't relying on a specific part of the policy to decline the claim.

Covea can't decline a claim simply because it doesn't think it should settle it. It needs to act in line with the terms and conditions of the policy. From what I've seen, Mr M has a claim that meets the definition of accidental damage under the policy. Covea hasn't applied an exclusion to show why the claim shouldn't proceed. As a result, I uphold this complaint.

Covea needs to reassess the claim and either settle it or decline it based on the terms and conditions of the policy.

### **Putting things right**

Covea should reassess the claim and either settle it or decline based on the terms and conditions of the policy.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require Covea Insurance plc to reassess the claim and either settle it or decline it based on the terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Mr M to accept or reject my decision before 17 January 2023.

Louise O'Sullivan  
**Ombudsman**