

## **The complaint**

Mr M and Mrs M complain that Covea Insurance Plc has unfairly declined a claim made under their building insurance policy.

For ease of reading I will only refer to Mr M in my decision.

## **What happened**

In September 2015, Mr M said he'd installed an electric charging point (ECP) at his home. In 2022 the ECP was damaged and Mr M said he looked to get a replacement part only to be told this wasn't an option and he needed to replace the ECP. He was advised by the manufacturers to claim against his building's insurance. In August 2022 Mr M did this but Covea declined the claim as they didn't consider the ECP a permanent fixture. Mr M complained to Covea.

Covea said they considered the ECP to be a motor accessory as its sole purpose is to charge a motor vehicle and it wasn't a permanent fixture to Mr M's property. So, they said the ECP wouldn't be covered under Mr M's building insurance policy.

Mr M wasn't happy with Covea's response and referred his complaint to us.

Our investigator said the ECP was installed into Mr M's property so he said it should be considered a permanent fixture. He asked that Covea review Mr M's claim in line with his building's insurance terms and conditions.

Covea didn't agree they said the ECP could be removed and relocated similar to kitchen appliances and so they maintained the ECP wouldn't be considered as a permanent fixture. They asked for an ombudsman 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'm upholding this complaint for broadly the same reasons as our Investigator, I'll explain why.

With the increase in technology over recent years there are more issues about what should and shouldn't be considered as an item with regard to buildings and contents insurance.

It's ultimately the insurer's responsibility to define the nature and scope of their cover, and not us. And it's for the insurer to adapt their policies to current technological and consumer trends, to clearly define what risks they're willing to take. One such trend is the expanded use of electric cars and the need to charge them with the move away from petrol and diesel fuelled cars. And it would be for the insurer to reflect the risk impact of this in their policy terms and conditions at inception and renewal.

If the terms of a policy fails to make it clear what items are and aren't covered, then we apply the interpretation which is favourable to the party who didn't draft the contract. In this case Mr M.

So, in reaching my decision I've considered whether Covea has decided Mr M's claim, fairly and reasonably in line with the terms and conditions of the policy.

Mr M had a home insurance policy with Covea that was inceptioned in May 2021 and renewed annually. Mr M claimed for the damaged ECP against his buildings insurance cover with them. Covea declined Mr M's claim as they said the ECP wasn't a permanent fixture. So, the issue I need to decide here is whether it's reasonable to consider Mr M's ECP as a static fixture.

I've considered the policy terms which define buildings as:

*"Your home or your new home, and its permanent fixtures and fittings...."*

The policy goes on to define 'fixture and fittings' as items fixed to the home:

*"Built-in furniture, built-in kitchen appliances, fixed glass and sanitary ware, solar panels, pipes, ducts, wires, cables, switches, fires, boilers, radiators, storage heaters, fixed wall, floor and ceiling coverings other than carpets."*

Covea said they didn't consider the ECP as a permanent fixture as the ECP could be removed and relocated, giving kitchen appliances as a similar example. But the above definition refers to specific items that would be considered permanent fixtures and fittings – items that could still be removed and relocated though the probability is unlikely.

While an ECP isn't specifically mentioned I think an ECP is comparable with the defined items. I'd generally say fixtures are attached or fixed to the property, and fittings are items that aren't attached to the property, excluding items such as a mirror attached by a nail or screw.

From the photographic evidence provided by Mr M I can see the ECP is attached to the side of his property with cabling leading to an interior electricity supply. And from what I can see I don't think the ECP, in totality, could be easily dismantled. While it may be possible to remove the ECP unit itself, the cabling would be left in situ and so there would be a need to safeguard the existing cabling. There would also be a need for new cabling to instal the ECP unit on relocation. So, on balance I consider the likelihood would be that once installed the ECP would be permanently sited.

Covea has also said the ECP would be excluded under a contents insurance policy as it would be considered a motor accessory similar to a trailer. But Mr M hasn't claimed for the ECP against a contents insurance policy. And as I think the ECP should be considered as a permanent fixture Covea should consider Mr M's claim under the terms of his buildings insurance.

### **My final decision**

For these reasons, I'm upholding this complaint and directing Covea Insurance Plc to reconsider Mr M and Mrs M's claim under their buildings insurance cover (subject to the terms, limits and conditions).

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

Anne Scarr  
**Ombudsman**