

## **The complaint**

Mr C complains that Covea Insurance plc rejected a claim on his Tradesman and Professionals insurance policy and that there were delays dealing with the claim.

## **What happened**

Mr C made a claim on his policy after a roller was stolen from a building site where he was working. Covea rejected the claim, saying the security arrangements at the site did not meet the requirements set out in the policy.

Although Mr C provided further information about what had happened, Covea didn't change its decision. It said the roller was removed at the rear of the site where there was a small wooden fence, which did not comply with the policy requirements.

Mr C disputed the decision. He said the roller was in a secure compound. But Covea said without evidence of damage caused to the compound it couldn't confirm it was locked at the time of the theft, and while there appeared to be security at the front of the site, the same couldn't be said about the rear.

Covea sent a final response to Mr C's complaint confirming its decision so he referred the complaint to this Service.

Our investigator said Covea's decision was reasonable based on the evidence provided at the time, and although Mr C had provided further evidence including photos, they were taken around two months later. So they didn't show things as they were at the time of the theft.

The investigator also said it had taken some time for Covea to consider the claim but that was reasonable in the circumstances and, as the claim wasn't accepted, the time taken hadn't disadvantaged Mr C.

Mr C disagreed and provided further comments, including:

- He provided pictures of what was asked for at the time; the photo of the compound was taken so late because Covea took weeks to reply, and then replied with a rejection because of the compound.
- If Covea had acted in a reasonable time and asked for pictures of the compound at the time they would have had all the information they needed. So he was penalised by the delay.
- He was asked about the entry and exit point, which were the same place at the back of the site. He assumed they meant how the thieves entered and exited the site, not where they went to, to steal the roller.
- The compound was secure, in line with the policy requirements.

The investigator reviewed the further comments but didn't change his view. So I need to make a decision.

## 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, and not unreasonably reject a claim.

The policy includes cover for theft but there are endorsements to the policy terms that set out certain limits on cover. The relevant endorsement for this claim concerns security arrangements and says there is no cover for theft between 6pm and 6am unless the property is in a fully enclosed yard or compound, which is securely closed and locked or under constant surveillance.

The policy terms say for the purposes of this endorsement, a fully enclosed yard or compound is "*an enclosure comprising of perimeter fencing, gate and lock*", which are defined as follows:

### *Perimeter Fencing*

*At a minimum height of no less than 2 metres, comprised of close board hoarding, chain link metal mesh palisade fencing on hardwood concrete or steel uprights set in concrete at no more than three metre spacing or anti-climb demountable fencing with panels held together by at least two security devices*

### *Gate*

*single or double leaf gates with anti-lift hinges and fitted with a Lock*

### *Lock*

*a centrally positioned security close shackle padlock and matching padlock bar to at least CEN grade 5 standard fitted in accordance with the manufacturer's instructions.*

The broker initially asked Mr C for:

- any photos of the damage caused getting the roller out
- original Purchase receipt/hire documents
- like for like replacement costs.

Mr C provided some photos together with documents confirming the cost of the roller. But a few days later the broker emailed him again with a list of further information the insurer needed, which included "*A full written account of the circumstances of the theft*"

Mr C provided a short explanation of how he had discovered the theft on arriving on site the following morning. He explained that the roller had been removed from the rear of the site and "*on checking the cctv footage, no one entered the site from the front and no unusual activity.*"

The photos Mr C provided appear to show the compound was secured at the front. But the roller was removed from the rear of the site. Mr C explained that a "make shift ramp" had been put together and a fence knocked over.

Covea asked how the site was secured at the point of exit/entry. It said at the rear there was a small wooden fence, which did not comply with the policy requirements.

Mr C then said the roller was in the secure compound. But Covea said without evidence of damage caused to the compound it was unable to confirm it was locked at the time of the theft. And while it appeared the site had relevant security at the front, Covea didn't agree the same could be said at the rear. I think these were reasonable points to raise.

Mr C says the roller was secured in a compound, which met the policy requirements. But if that had been secure, then there would have been some evidence of damage to the compound; otherwise it's difficult to see how the roller could have been removed. Mr C's own account says no-one entered the site from the front. The roller was taken from the back of the site, where there was a small wooden fence.

Covea's view is that if there was damage to the lock and the compound Mr C would have sent evidence of that. He didn't do so, and when asked to give a full account of what happened, he didn't mention the compound or provide any evidence of it. He only provided that around two months later.

I appreciate Mr C says he provided what was requested by his broker. But, as I've explained, he was asked to provide a full account. And in his account he didn't mention the compound at all or explain how the roller had been removed from it. I think it was reasonable for Covea to conclude that, if the compound had been damaged in order to remove the roller, Mr C would have mentioned that in his explanation and provided photos of the damage.

Taking all of the above into account, Covea's decision to decline the claim was in line with the policy terms and was fair.

I appreciate Mr C is unhappy about the time Covea took to assess the claim and make a decision but it was reasonable to gather evidence and assess the claim. And, bearing in mind the claim wasn't accepted, I don't think he was disadvantaged as a result of the time taken to investigate it.

### **My final decision**

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 July 2024.

Peter Whiteley  
**Ombudsman**