

The complaint

Mr W is unhappy Covea Insurance Plc (Covea) declined a claim made under his Master Tradesman policy.

What happened

In July 2023, thieves broke into Mr W's van and stole some tools. He made a claim to Covea, but this was declined. They said given a theft of a similar nature had occurred in 2018, Mr W ought to have been aware a theft could occur so ought to have taken additional precautions to secure his van and tools. Covea noted Mr W's policy excluded damage caused by theft unless the items stolen were contained in a securely locked vehicle or room or box and there was evidence of forcible and violent entry, and it didn't appear any significant further damage had been sustained to the van during the most recent theft.

Mr W complained to Covea. They issued their final response and said they were satisfied the claim had been handled appropriately. Covea reiterated the theft appeared to have occurred in the same way as in 2018, so they didn't think Mr W had taken all reasonable steps to stop this theft from occurring in the same way as 2018.

Unhappy with Covea's response, Mr W referred his complaint to the Financial Ombudsman Service. His concerns were considered by one of our investigators who said she thought Covea had fairly declined the claim.

Mr W didn't agree. He said he thought he had securely locked the van, and the fact the theft had occurred in the same way didn't mean it wasn't secure and Mr W's representative questioned whether Covea delivered a good outcome for Mr W. Our investigator didn't alter her conclusion, so this matter has been passed to me 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.

As a starting point, I've considered the Tools Cover Section of the policy, which says:

"We shall not be liable under this Section in respect of..."

***4. Damage to Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room or box and there is evidence of forcible and violent entry or exit from the motor vehicle trailer or room or box."*

And Covea is also relying on the following policy terms which said:

"You must

(a) Take all reasonable precautions to prevent or minimise Damage accident or injury...

(d) remedy as soon as possible any defect or danger that becomes apparent."

Covea's position is that as the most recent theft occurred in the way as the theft from 2018, Mr W hadn't taken steps to secure the vehicle, given it was clear access to the van could be gained that way. They don't consider the damage caused by the thieves to be evidence of forcible and violent entry because the thieves were able to release the lock using a screwdriver, which caused the small dent to the side door. Covea said in their final response letter the van couldn't have been securely locked if it was opened with what appeared to be minimal effort.

Having considered the information provided, I consider Covea's decision to decline the claim to be reasonable. While they haven't placed additional terms requiring Mr W to take additional steps to keep the vehicle secure, it appears the method of entry is consistent with the van door being forced by a screwdriver or similar, as supported by the photographs.

The photographs from both 2018 and 2023 show there was very little, if any, new damage caused by the most recent theft. This would support Covea's position Mr W hadn't taken precautions to ensure the van was securely locked (as required by the policy) by taking steps such as carrying out repairs to the damage caused in 2018. However, even if I accept the van in itself was secure, I don't consider the damage shown in the photographs could reasonably show forcible *and* violent entry, as required under the policy for the claim to have succeeded. While I'm sorry to disappoint Mr W, I'm not going to require Covea to take any steps to put things right in relation to this claim.

I haven't found the claim to be unfairly declined though I can see why Mr W considers this isn't a good outcome for him. Having reviewed the complaint correspondence, I consider Covea clearly set out how they reached their decision on his claim, including which section of the policy they were relying on. I'm satisfied Covea carefully considered the claim presented before deciding to decline it, and I'm not going to require Covea to take any further action to put things right for Mr W.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 9 January 2025.

Emma Hawkins

Ombudsman