

The complaint

Mr D complains about Covea Insurance plc's handling of his buildings insurance claim.

All references to Covea also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

My decision focusses on events following Covea's final response to Mr D's previous complaint in December 2023, up to its final response in July 2024. Any reference to events outside of this date are for context only.

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.

I understand Mr D feels strongly about what has happened. He's provided several detailed submissions to support his complaint, which I want to assure him I've read and considered carefully.

However, my findings focus on what I consider to be the central issues of the complaint, and not all the points raised. This isn't intended as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr D and by Covea to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Malicious damage isn't defined in the policy, so I've applied the everyday meaning which is the intention of an individual to do harm (to the property). Having reviewed matters, I'm not satisfied the damage can be classed as malicious.
- While the relationship may have broken down, and the tenants notified Mr D of their intention to squat in the property, I'm not persuaded this means decorative work carried out by the tenants, such as replacing carpets with laminate flooring, was done maliciously.
- I appreciate the position Mr D has found himself in. And I'm sorry to learn of the experience he had with his tenants. I sympathise with what Mr D has said about the standard of works, and the issues he had to rectify – and that he didn't authorise the tenants to do so. But I'm not persuaded damage can be classed as malicious here i.e. intent to harm the property.
- I've also thought about whether the damage would be covered under accidental damage. The policy defines accidental damage as caused suddenly and unexpectedly by an outside force.

- Having considered everything, I'm not persuaded this meets the policy definition of accidental damage. The issues reported by Mr D such as repainted tiles and other decorative work, are not things that occur suddenly. So again, while decorative works might have been completed to a poor standard, I don't think Covea has acted unfairly here in saying this isn't covered under the accidental damage section of the policy.
- Regarding the wardrobe. While photos provided show a fitted wardrobe has been removed from where it was previously, I don't think Covea have acted unreasonably in asking for the further evidence it has to substantiate this area of the claim – nor do I think the questions it has asked are unusual or unreasonable.
- Mr D said the policy is unsuitable as it didn't provide cover for this situation. I can't see this forms part of the original complaint raised. However, I will add that just because it didn't provide cover in one scenario, this wouldn't automatically mean a policy was unsuitable. If Mr D feels the policy was mis-sold he will need to refer to who sold him the policy in the first instance.
- Covea offered Mr D £300 compensation for the delays and inconvenience caused to him in its handling of the claim. Having reviewed matters I think this amount fairly reflects the inconvenience Mr D has been caused here and so I make no further award.

My final decision

My final decision is that I do not uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 March 2025.

Michael Baronti
Ombudsman