

The complaint

Mrs S complains Covertriumph Limited (Covertriumph) failed to change her policy from a landlord insurance policy to a personal home insurance policy as she requested.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. For a number of years Covertriumph arranged landlord insurance policies for three properties Mrs R owned.

In December 2022 Mrs S suffered an escape of water at one of her properties which I'll call Property X. Mrs S submitted a claim to her insurer which was accepted, but it said it wouldn't provide her with alternative accommodation as the policy she held for Property X was a landlord insurance policy. Mrs S raised a complaint with Covertriumph. She said prior to her policy renewing in February 2022, she had contacted Covertriumph to make it aware she was no longer letting out Property X and required a residential insurance policy for this property. She said Covertriumph failed to make this change to her policy as requested.

On 26 January 2024 Covertriumph issued Mrs S with a final response to her complaint. It said Property X had been insured under a landlord insurance policy and landlords contents was added to this policy in 2020. It renewed on this basis up until February 2023 until it was insured as an unoccupied property. It said it hadn't received any instruction to change Property X from a landlord insurance policy to a residential insurance policy. It said the correspondence address for Mrs S's policies were a different address to Property X, a property I'll call Property Y. It said Mrs S had a personal home insurance policy for Property Y, and the garaging address on her car insurance policy was also Property Y both which ran from 2016 to 2024. Mrs S didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. He said he could see the policy for Property X renewed in February 2022 under a landlord insurance policy and he hadn't seen evidence this was questioned. He said Mrs S had provided a letter she said was sent in November 2021 asking for the cover to be changed, but he didn't think Covertriumph had received this. He said he didn't think Covertriumph had made an error.

Mrs S didn't agree with our investigator and asked for an ombudsman to consider her complaint. She said she had requested Covertriumph make changes to her policy but it had failed to do so.

As Mrs S didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mrs S's complaint in less detail than she's presented

it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs S and Covertriumph I've read and considered everything that's been provided.

It's not in dispute that Mrs S's landlord policy renewed in February 2022, and this policy provided cover for Property X as it had done in the previous policy years. What's in dispute is whether Mrs S made Covertriumph aware she wanted Property X to be insured under a personal home insurance policy.

Mrs S had provided a copy of a letter dated November 2021 which she says she sent to Covertriumph. In this letter she says she is no longer looking to let out Property X and so would require a residential property. She also asks for £50,000 of contents insurance and legal expenses cover. Covertriumph have said it didn't receive this letter. More recently Miss S provided a disclosure notice which has been signed and dated 5 February 2022. Written underneath it says:

'Further to my letter, its still on the wrong policy. Can you please change [Property X] to residential as discussed and [Property Y] to Landlord'

Covertriumph have said it hasn't received any disclosure notices from Mrs S. It said its notes show Mrs S called to pay for the renewal in full on 1 February 2022 and if any changes had of been discussed, it would have been actioned.

Based on the evidence provided, I'm not persuaded Covertriumph received correspondence from Mrs S, asking for Property X to be insured on a personal home insurance policy. I'm not persuaded Covertriumph received the letter Mrs S said she sent in November 2021 asking for her policy to be updated. And so, I don't think it would have been aware Mrs S wanted this change to be made.

Mrs S's policy was then due to renew in February 2022, and I think the policy documents Mrs S was sent were clear Property X was covered under a landlord insurance policy. The evidence provided by Covertriumph support Mrs S paid for the policy renewal on 1 February 2022. Given the policy was clear Property X was being insured under the landlord insurance policy, I find it unusual Mrs S would pay for this policy if she had asked Covertriumph to make changes to the policy and it hadn't made them.

Similarly to the letter Mrs S said she sent in November 2021, I'm not persuaded Covertriumph received the disclosure notice requesting Property X be changed to a residential policy. I'm not persuaded this is the way in which Mrs S would communicate she wanted this important change to be made to her policy, and that she didn't follow this up when she didn't receive any confirmation this change had been made.

I naturally empathise with Mrs S given the damage to her property and the impact this has had on her. However, for the reasons I've explained, I'm not persuaded Mrs S made Covertriumph aware she wanted to make changes to her policy and so I don't require Covertriumph to take any action in relation to her complaint.

My final decision

For the reasons I've outlined above, I don't uphold Mrs S's complaint about Covertriumph Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 5 June 2025.

Andrew Clarke
Ombudsman