

The complaint

Mr L has complained that Intact Insurance UK Limited trading as More Than (Intact) unfairly declined a claim under his home Contents policy.

What happened

Mr L made a claim when he spilled oil on a carpet in a property he rented. Intact declined the claim because it said the carpet was owned by Mr L's landlord, not Mr L. So, it said there was no cover under the policy.

When Mr L complained, Intact maintained its decision to decline the claim. So, Mr L complained to this Service. Our Investigator didn't uphold the complaint. He said it was fair for Intact to decline the claim because the landlord's carpet wasn't covered by the policy.

As Mr L didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've looked at this complaint in that context.

Mr L made a claim for damage to a carpet that belonged to his landlord. Intact declined the claim because it said the cover under the policy didn't include this circumstance.

I've looked at what the policy covered. Intact said the carpet was considered as Contents, rather than Buildings. I don't think that's unusual. The policy included tenants' liability cover, which it said was:

"If you're legally liable for damage to your home under the terms of your tenancy agreement (as a tenant but not as owner, leaseholder or landlord) we'll provide covers 1 to 12 of our Buildings Cover."

So, this only provided buildings cover. The carpet was part of the Contents, so this cover didn't apply.

The policy also included cover for tenants' improvements. This said:

"We'll pay for damage to fixed tenants' improvements and fixed internal decorations in your home which you have added as a tenant of the home caused by covers 1 to 12 of this section plus cover 28 if Contents Accidental Damage cover has been selected."

However, Mr L explained that the carpet was there when he moved to the property. It wasn't something Mr L had added. So, I think it was fair that the damage wasn't covered under this part of the policy.

I've also looked at the standard Contents cover itself. This covered perils such as fire, storm and flood. None of the perils listed were relevant to Mr L's claim. So, there wasn't cover under this section.

Mr L had added Contents accidental damage cover to his policy. This was described as:

"Accidental damage to your contents in your home, including your contents, trees, shrubs, hedges, bushes, plants and lawns outside your home while in the garden on the land belonging to your home."

So, this said Mr L had cover for "your contents" in the home. The policy defined "your" as "The person or persons named as policyholder on your Policy Schedule". But, the carpet didn't belong to Mr L, it belonged to the landlord. So, the accidental damage part of the policy didn't cover damage to the landlord's carpet.

However, I'm aware Mr L has pointed to some wording in the standard Contents cover section that said it covered:

"Loss of or damage to contents in your home which are:

- owned by your family, or*
- your family's responsibility under contract, for example, hiring furniture or glasses for a special event."*

Mr L has said that because the Contents accidental damage cover was an add on to the Contents cover, this wording also covered that part of the policy. He said he was responsible for the carpet under his tenancy agreement, so the "under contract" wording should apply. However, having looked at the policy wording, I don't agree. The wording for the Contents cover explained it was for loss or damage "to contents" and then broke that down into two categories. This was Contents owned by the policyholder's family and Contents that was the policyholder's family's responsibility under contract. But the accidental damage cover said it only applied to "your contents". The policy documents also said:

"Contents Cover doesn't include accidental damage cover to any of your contents, such as televisions and computers. This is included in the Accidental Damage Optional Cover."

I didn't see anything that said the wider definition of what was covered under the standard Contents wording applied to the Contents accidental damage optional cover. I think the policy clearly differentiated the extent of the cover.

I'm aware Mr L has also said he thought the cover had been misdescribed when he bought it. Mr L provided some wording to show this. However, I note that wording is from the price comparison website through which he took out the policy. From what I can see, that was a general description of the types of claims tenants' liability insurance covered. It wasn't specific to the Intact policy. I'm unable to comment on the wording on the price comparison website because I've seen nothing to suggest Intact wasn't responsible for that. My decision is only about the actions of Intact. When Mr L took out the policy, he agreed to Intact's policy terms and conditions. This didn't provide cover for the circumstances that led to Mr L making a claim.

Mr L has also pointed to the wording in the Insurance Product Information Document (IPID) that said the Contents cover included “*Damage to your rented home that you are responsible for under your tenancy agreement*”. However, the IPID also said:

“This document is a summary and includes details of cover and restrictions that we believe are important to our customers. Full details of your cover and restrictions will be provided in your policy documentation. To ensure that you have the correct level of cover for your needs please read your MORE THAN Standard Home Insurance policy wording and your schedule.”

So, the IPID explained that it was only a summary and full details were in the policy documentation. The policy documentation explained that damage to the rented home was buildings cover only. But a carpet was Contents.

Having thought about what happened, I don’t uphold this complaint or require Intact to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr L to accept or reject my decision before 9 October 2025.

Louise O’Sullivan
Ombudsman