

complaint

Mrs D has complained that Covea Insurance plc has unfairly declined her claim for damage caused to her property by a previous tenant.

background

Mrs D owns a property which she lets to tenants. She had some issues with the last tenants to use her property – they kept disobeying the tenancy and her instructions. They rang her to say they'd left and gave no forwarding address. Mrs D found the property in a bad state, with some items missing. She made a claim to Covea as she felt the damage went beyond wear and tear and was something, along with the stolen items, that her insurance would cover.

Covea said that none of the damage reported had been malicious; it had all, with one exception, likely resulted from the careless disregard of the tenants. The one exception was the kitchen floor; this may have been damaged accidentally. But Covea said if it had been, this had occurred over time so was excluded. Regarding the stolen items it pointed out that the cover for theft only came into effect if force and violence had been used to gain entry to the property, which it hadn't been here. Mrs D was unhappy with this so complained.

Our adjudicator said she thought Covea's decline of liability for the damage at Mrs D's property was fair and reasonable. She also accepted its view that theft cover wouldn't apply in this instance.

Mrs D was still unhappy; she said if the loss adjuster had met the tenants he'd know that everything they'd done from the moment of signing the tenancy agreement had been done to spite her. She said she'd been scared to take any action against them.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear to me that Mrs D had a difficult time with these tenants. But that's not Covea's fault or any reason for the insurance to respond. The damage that was present doesn't appear to be malicious in nature and I, and the insurer, can only assess the evidence in front of us.

Even accepting Mrs D's word that the tenants disobeyed her direct instructions and breached the tenancy agreement by not ventilating the property and getting a dog; that still isn't evidence of malice. It's indicative of people using a property in the way they want to without a care for any damage that might be caused. And that is the sort of risk every landlord takes when letting a property. And it's the sort of risk that insurer's don't offer cover for. Which is why general damage by tenants isn't usually covered and isn't covered here. Covea's response to this damage, in my view, wasn't unfair or unreasonable.

The tiling in the kitchen may have been damaged accidentally by the tenants but Mrs D has said the property wasn't checked regularly. It's not likely that the whole floor was damaged so badly it needed replacing, in its entirety by one instance of something heavy impacting it. Rather lots of impacts, over time, without any maintenance or repairs to previous damage being done, have likely led to the significant damage now present. I don't think Covea's decline of the part of the claim for this damage was unfair or unreasonable.

The theft cover is dependent on force and violence being used to gain entry to the property. The tenants stole a cast iron bed and knocked down a wall to steal the bricks. The wall wasn't damaged maliciously because it was knocked down in order to steal the bricks. The tenants had full access to the property so didn't use force or violence to gain entry to steal the bed or the bricks (the wall, of course, was outside). I'm satisfied that Covea's response to this part of the claim wasn't unfair or unreasonable.

my final decision

I don't uphold this complaint or make any award against Covea Insurance plc. Under the rules of the Financial Ombudsman Service, I'm required to Mrs D to accept or reject my decision before 30 December 2015.

Fiona Robinson
ombudsman