

complaint

Mrs W is unhappy that Covea Insurance plc won't pay her full claim under her executive business policy for redecoration of rooms in her guest house affected by water damage.

background

Mrs W owns a guest house. In September 2018 she made a claim to Covea in respect of separate water leaks which affected two separate rooms. Mrs W wanted to use her own contractor to carry out the repairs and redecoration and he submitted a quote for approval. It was established that the damaged area was from the ceilings down to the dado rail but it was agreed that the whole of the walls would be allowed for in the redecoration work. However Covea queried the inclusion of the doors and windows and woodwork as these weren't affected by the water damage. The contractor took out the doors and windows from his quote but explained that the skirting boards and dado rails would be affected by the painting of the walls. This included the replacement of a wallpaper border above the dado rails. Covea then agreed to pay the contractor's quote with just the doors and windows not included, less the respective excesses.

Mrs W complained that the doors and windows needed to be included as the job would only look half done. She has since paid for this work out of her own pocket.

On referral to this service our investigator thought that Covea had acted reasonably.

Mrs W disagreed and the matter has been passed to me for consideration.

my findings

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

Put simply the policy covers "damage" to the property insured. So the upper half of the walls, and the ceilings, were damaged by water. I think it was reasonable to include the lower half under the dado rail as these were effectively part of the same walls, and were the same colour. In its payment to Mrs W, Covea included the cost of painting the dado rails and the skirting boards. I think this was reasonable since the contractor explained that they were going to be affected by the rubbing down and emulsion painting of the immediate areas. But the doors and windows weren't damaged, and the contractor responded by removing those from his quote when asked by Covea.

Whilst I fully appreciate that for the look of the overall redecoration it would be better to include the doors and windows, those weren't damaged by the water leaks and weren't affected by the redecoration to the other parts. If they had been I think the contractor would have said. So the cost of repainting those wasn't covered under the policy and I don't think it was reasonable to expect Covea to cover that cost. So I'm afraid I can't ask Covea to pay for this part of the redecoration.

my final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 25 April 2020.

Ray Lawley
ombudsman