

complaint

Mr Q complains about how Ageas Insurance Limited dealt with his landlord insurance claim. My references to Ageas include its agents.

background

Mr Q made a claim on his landlord policy for damage to his property by former tenants and was concerned the tenants may have stolen some contents. Ageas was the insurer of the policy at the time of the claim.

Ageas' loss adjuster attended the property and put together a spreadsheet detailing the many items damaged or possibly stolen and whether or not the damage/items were covered by the policy. Ageas said rather than it deal with each item or area of damage as a separate claim it would consider them under three separate claims: theft, accidental damage and water ingress. In order for it to consider the theft claim Mr Q would need to report the theft to the police and get a crime reference number. Mr Q could proceed with any combination of those three claims if he wished but he would need to pay an excess for each claim.

Mr Q complained that some of the damage Ageas said wasn't covered was malicious damage so should be covered. He also thought that much of the damage Ageas said was wear and tear or neglect, which wasn't covered, should be classed as accidental damage so would be covered. He said as the issues were discovered at the same time he should only have to make one claim and pay one excess.

Mr Q also asked Ageas about claiming for loss of rent as the tenants hadn't paid all the rent due while at the property. Ageas told him its policy only covered loss of rent as a result of the property becoming uninhabitable which wasn't Mr Q's situation. Mr Q said when he bought the policy he was told he'd be covered if the tenants didn't pay the rent for any reason. Ageas then told Mr Q that his broker had arranged rent protection (which subject to the policy terms should cover his situation) although this was through a different insurer.

Our investigator thought Ageas had acted fairly and reasonably. He explained the policy specifically excluded malicious damage by any tenant lawfully on the property. As the tenants were lawfully there at the time even if the damage was classed as malicious it wasn't covered under the policy.

Mr Q accepted malicious damage wasn't covered in his circumstances. But he said some of the damage could be classed as accidental damage which was covered under the policy. His examples included the paint spills on the carpet and paint brush strokes on the woodwork when the paint should have been only on the wall. He confirmed he wasn't making a theft claim as he had no evidence of theft. He wanted a list of the items Ageas had agreed to cover.

my findings

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

I'm sorry to disappoint Mr Q but I'm not upholding this complaint.

I've seen Mr Q's photos and I sympathise as the photos show his property was left in a mess. But Ageas only has to pay for the damage that's covered by the policy terms. Ageas sent Mr Q the list of damages and those it would be prepared to consider under the three claims headings. Our investigator also gave Mr Q that information by letter and email. To my knowledge Ageas' position hasn't changed. For example it would consider the handle broken from the window and glass panel missing from the French doors in the lounge under an accidental damage claim.

There have been detailed points made by both parties about whether some of the damage was malicious. But Mr Q has accepted that even if we thought the tenants caused the damage maliciously that wouldn't be covered as the policy excluded malicious damage by any tenant lawfully in the property. The evidence is the tenants were lawfully in the property at the time.

I've carefully considered the points Mr Q made about why he thinks some of the damage that Ageas classed as not covered should be covered under accidental damage. But I'm not persuaded that Ageas has been unreasonable in saying those items weren't covered. Under the accidental damage section damage due to wear and tear is excluded and I think the damage to the items Mr Q's referred to could be classed as such. Overall I think Ageas has reasonably assessed the items covered and not covered by the policy terms.

Mr Q says he doesn't intend to make a claim for theft for the missing items as he can't show they were stolen. If he does decide to do so the policy says he needs to have told the police and obtain a crime reference number so Ageas acted fairly in asking for that information. If Mr Q decides to pursue the accidental damage claim and/or water damage claim the policy says an excess is payable for each claim. Ageas can fairly ask for an excess for each of the claims.

On the issue of the tenants failing to pay rent, I understand Mr Q now knows he had rent protection cover which the broker arranged through a different insurer. There's no rent protection cover in Ageas' policy. The loss of rent section of cover in Ageas' policy doesn't cover Mr Q's situation. If he wants to make a complaint about the cover he was sold then he needs to complain to the broker who sold Ageas' policy to him.

Overall Ageas has acted fairly and reasonably within the policy terms. Mr Q's suggested that Ageas rewords its policy terms. As our investigator explained, it's Ageas' commercial decision as to how it writes its policy wording, subject to the relevant rules and regulations. I've not seen any evidence that the policy doesn't meet those requirements.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Q to accept or reject my decision before 1 June 2018.

Nicola Sisk
ombudsman

