

## The complaint

Mr and Mrs D complain Covea Insurance Plc unfairly declined their claim for storm damage.

## What happened

In December 2021 Mr and Mrs D claimed against their Covea home insurance policy. They felt a storm had damaged a chimney on their property. They were concerned the chimney was dangerous, so had their own contractor remove part of it. However, Covea declined the claim. It said the damage pre-existed the storm. It felt it resulted from wear and tear and was highlighted by the storm, rather than a direct result of it.

Mr and Mrs D weren't satisfied with Covea's response to their complaint, so came to this service. As a resolution they would like Covea to settle their claim by reimbursing them the cost of works to the chimney.

Our investigator felt Covea's decision to decline the claim was fair. Mr and Mrs D didn't accept that. So the complaint was passed to me for a final decision. In September 2022 I wrote to Mr and Mrs D and Covea to explain my initial thoughts on the complaint. I explained why I intended to require the insurer to reimburse Mr and Mrs D 50% of the repair cost - £400 after deduction of a £50 policy excess. I invited Mr and Mrs D and Covea to accept my proposal - or if they disagreed with it to provide any further information they would like me to consider.

Mr and Mrs D responded with an additional photo of the chimney but didn't set out their position on my proposal. Covea acknowledged it but failed to give its position or provide any further information. As both parties failed to accept my proposal, I've issued this final decision. The reasoning I've already provided to both parties forms part of my final decision. So I've copied it in below.

*It seems Covea's failed to understand Mr and Mrs D's cover. In its complaint response letter it said 'Your claim was considered under the peril of storm. For a claim to be accepted under the storm peril of an insurance policy, it must be displayed that there is physical damage to the building which is the direct result of a single, extreme weather event, with the extreme weather being the dominant factor in causing the damage.'*

*However, the 'buildings' cover appears to be 'all-risk'. The policy terms don't, for buildings, refer to standard insured perils like storm, fire or theft. Instead they say*

*'We cover the following*

*1. Loss or damage*

*Any loss or damage to your buildings, including:*

- Loss or damage caused by domestic pets...'*

*So they refer to 'any' loss rather than a list of perils. The use of 'includes' means the causes of loss covered aren't restricted to those listed. Instead it appears the policy covers any loss or damage to buildings.*

*As the policy is all risks Mr and Mrs D aren't required to show the damage to the chimney is the direct result of a single event – like a storm. Instead, if Covea wishes to decline any claim for loss or damage, it needs to demonstrate it would be reasonable for it to rely on a policy condition or exclusion to do so. In this case it's referred to a 'wear and tear' exclusion.*

*So I've considered if Covea's done enough to demonstrate the cause of the damage was most likely wear and tear. Mr and Mrs D say after storm conditions the chimney was badly damaged. They report their roofer as saying it was at risk of collapse.*

*Covea's referred to the one available post loss photo of the chimney. In its notes its recorded 'I can see from the image ....there seems to be mortar missing from the top row of bricks.' When he was asked, the roofer who did the repair work, denied there was any missing mortar. The roofer instead said in his opinion, with 35 years of experience, that the chimney was damaged by bad weather rather than wear and tear. Weather reports do show very strong winds in the period before Mr and Mrs D made the claim.*

*Based on the above I can't say Covea's shown the main cause of the damage most likely was wear and tear. Of particular note is the fact the only expert opinion available denies that is the cause – whilst Covea's opinion, based on one photo is that 'it seems' there is missing mortar. So I don't think it would be fair or reasonable for Covea to rely on the exclusion to decline the claim.*

*However, I also don't think it would be fair to require Covea to pay the full £900 paid for the repairs. I say that as it was willing, but unable to, inspect the chimney. Unfortunately Mr and Mrs D had arranged repairs before making the claim. I understand why they did this – for safety reasons. But it still meant Covea was unable to inspect the damage and fully consider the cause. I accept its possible, if it had that opportunity, it may have been able to provide something further to support a decline of the claim.*

*As a result I consider a fair resolution will be for Covea to meet 50% of the repair cost – minus the applicable £50 excess. That will be £400.*

### **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.

The only new information I've been provided with is a photo of the chimney taken a few years before the claim. This hasn't changed my position. I still feel it would be unfair, for the reasons given above, to require Covea to cover the full costs.

As I haven't been provided with anything that changes my mind, for the reasons set above, I require Covea to pay Mr and Mrs D £400 to settle their claim.

**My final decision**

For the reasons given above, I require Covea Insurance Plc to pay Mr and Mrs D £400 to settle their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 8 November 2022.

Daniel Martin  
**Ombudsman**