

The complaint

Ms J complained that Covea Insurance plc (“Covea”) provided a poor service and unfairly declined her claim under her home insurance policy.

What happened

Ms J made a claim to Covea when she noticed bricks had fallen from the apex section of her house. Ms J first tried to claim under her home emergency cover (which was provided by a different insurer). As this wasn’t successful she made a claim to Covea under her home insurance policy.

Covea appointed a surveyor to review and validate the damage. Ms J said Covea’s surveyor didn’t check with her that it was OK to use recording equipment. She said the surveyor was rude towards her. Covea said *“the assessor declined the claim as when the inspection was made he observed there was a deterioration of mortar due to a gradual breakdown. The assessor also queried at the time if any recent works had been completed due [to] the deterioration”*.

Based on the report provided by the surveyor, Covea declined the claim. It explained the deterioration of mortar was *“wear and tear”* which it said wasn’t covered by the policy.

Ms J said that there was bad weather around the time of the claim, so she thought this may have caused the damage. However, Covea checked weather reports and couldn’t find evidence of storm conditions. Covea couldn’t find any terms in the policy that would cover Ms J for the damage. Ms J complained as she thought the damage should be covered.

Our investigator decided to partially uphold the complaint. He thought Covea had been fair to decline the claim. He thought Covea had provided evidence that wear and tear was the cause of the damage and he was satisfied this wasn’t covered by the policy. However, he thought there were inconsistencies with what Covea said so he awarded £75 compensation for the poor customer service provided. Both Covea and Ms J disagreed with our investigator, so the case has been referred to an ombudsman.

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.

I have started by considering whether I think Covea were reasonable in declining the claim. When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the

answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Covea looked at the weather conditions just before the time the claim was reported and didn't see any evidence of storm conditions.

However, Ms J explained her circumstances that made her vulnerable in the lead up to the claim. She explained that there were storms in her area in February 2022 which could've led to the damage. However, due to her vulnerability, it's possible that she may not have noticed the damage immediately after the storm. Given the bad weather may have caused the damage, I think it's reasonable to also consider the weather conditions at this time too.

I have checked the weather reports that our service has access to for where Ms J lives. The reports show there were gusts of wind up to 83mph and there was some rainfall. The rainfall wasn't significant and doesn't fall within what I would consider a storm. However, our service would consider the strength of the wind recorded as a storm. Therefore, I think the answer to this question is, yes.

Was the damage claimed for consistent with damage a storm typically causes?

After Covea's surveyor did the inspection, Covea concluded that wear and tear had caused the damage. It wasn't aware of any storms and it hadn't identified any damage that may have been caused by a storm.

Significant winds could result in tiles been blown from a roof or causing them to become dislodged. However, the damage Ms J was claiming for presented differently to this.

Covea sent a surveyor to inspect the damage which is what I would've expected to happen. So, I have reviewed the surveyor's report. The surveyor reported "*inspection of the roof [shows what looks like] some repair work has been done to the verge previously and there is some deteriorated mortar. Deteriorated mortar works has caused the damage, there is no insured peril*".

I have reviewed the photographs that are provided with the surveyor's report. The photographs are clear and show some close-up pictures of the damaged areas. I can see there is a small section (around two tiles in length) where mortar is missing in the verge (between the tiles and fascia). There is mortar intact either side of the damaged area, however, there are areas of mortar which look loosened along the length of the verge.

I think the conclusions reached by the surveyor is consistent with what I can see in the photographs. The mortar does look like it's deteriorated over time and loosened – and I think it's likely the damaged area is where the deterioration has been greatest. So, I don't think the damage is consistent with a storm. So, I think Covea has been reasonable in what it said.

Were the storm conditions the main cause of the damage?

The storm may have worsened the effect of the mortar deterioration, but I don't think it was likely it was the main cause. So, I think Covea has been fair to decline the claim for storm damage. Covea has said the damage was caused by wear and tear / deterioration. I think

this is a fair assessment. I haven't seen any other expert evidence to suggest otherwise.

I have checked the policy and it states: *"we do not cover the following - loss or damage caused by wear and tear"*. The policy also states, *"this policy does not insure the following - loss or damage arising from: gradual causes [and] wear and tear"*. I think Covea has reasonably shown that wear and tear / deterioration was the main cause of the damage. As this is excluded from the policy cover, I think Covea has been fair to decline the claim. So, I don't uphold this aspect of the complaint.

Ms J said the customer service she received wasn't very good. She said there were inconsistencies in what she was told by Covea. Ms J said she wasn't asked at the outset whether she was happy for the surveyor to use recording equipment to record what was said during the survey. Covea has denied this. As both parties disagree on how the events unfolded, I have reviewed the evidence that is available to understand better what may be more likely to have happened.

Covea have provided the recorded output from the survey. The surveyor can be heard talking most of the time, but Ms J can be heard briefly responding to the surveyor when a question is asked. I can hear the surveyor explaining that he thinks the damage has been caused by mortar deterioration and he said the claim wouldn't be covered. I can see this is consistent with the surveyor's written report and Covea's final response letter. So, I don't think it would be fair to uphold this part of the complaint.

It's not possible to hear if Covea's surveyor asked permission to use the recording device, as obviously if it had it would be before the recording started. However, I think it's unlikely that Ms J would say this if Covea had asked permission correctly. I can also see in Covea's final response it said it provided feedback to its surveyor about his attitude. For Covea to provide feedback, suggests it felt the service dipped below its usual standards. So, I'm going to award £75 compensation to Ms J as I think this would've have caused her some minor distress.

My final decision

My final decision is that I uphold this complaint. I require Covea Insurance plc to pay Ms J:

- £75 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 5 December 2022.

Pete Averill
Ombudsman