

## **The complaint**

Mr H complains about the service he received from Covea Insurance plc (“Covea”) when he made a claim under his policy for storm damage.

## **What happened**

Mr H made a claim under his policy with Covea, after a storm hit his property in February 2022 and caused damage to the garage. Covea sent a surveyor to assess the damage and to determine a likely cause. After receiving information back from its surveyor, Covea declined Mr H’s claim. It said the damage wasn’t consistent with the damage typically caused by a one-off storm event and was more likely a result of gradual wear and tear.

Mr H complained. He said he’d maintained his property to a good standard and that he’d been advised by the surveyor who attended that the damage would be covered. He also said the service he’d received from Covea had been generally poor, because it didn’t initially respond to his claim, and delayed addressing a data subject access request he made.

Covea responded to Mr H’s complaint, saying it was sorry it didn’t register the claim initially due to information not pulling through on its systems, and it also apologised for the delay in addressing the data subject access request. But it maintained that based on the information it had, its decision to decline the claim was correct.

As Mr H didn’t agree with Covea, he referred his complaint to this service. Our investigator considered the issues and recommended that the complaint be partially upheld. She said Covea had provided poor service at the outset and should pay Mr H £100 in compensation for the inconvenience caused.

Neither Mr H, nor Covea, agreed with our investigator’s recommendation, so the complaint has now come to me to decide.

## **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.

Having done so, I agree with our investigator and I’m partially upholding this complaint. I know this will come as a disappointment to Mr H, as he believes his claim should have been paid by Covea – but I’ll explain my reasons.

When our service looks at a complaint about a storm claim, there are three questions to consider:

1. Did storm conditions occur 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 or dominant cause of the damage?

We’re likely to uphold a complaint if the answers to all three questions is ‘yes’ and we’re

unlikely to uphold a complaint if the answer to any of the questions is 'no'. I'll deal with each of the questions in turn.

*Do I agree that storm conditions occurred?*

Using the resources this service has access to, I've checked the weather conditions around the time the damage occurred in the vicinity of the insured property. And I'm persuaded that there were storm conditions present. Covea hasn't disputed this.

*Do I agree that the damage claimed for is consistent with damage that a storm typically causes?*

The damage claimed for is the type of damage a storm would usually cause. High winds of the force that were present during the storms in February 2022 could cause a wall to collapse for example. However, Covea has said that whilst the weather highlighted the condition of the structure, the damage in this case was not due to a one-off storm event but mainly caused due to ongoing wear and tear and poor construction. So I've considered this further in the next question.

*Do I agree that the storm conditions were the main cause of the damage?*

Covea didn't think the storm was the main cause of the damage. Its surveyor's notes say there was evidence of poor construction, as the wall was built with single breeze block only. Covea has explained that breeze block soaks up moisture over time and this can result in a freeze-thaw action, causing the render on the outside to fail. And the fact the render came away in the storm shows that it was affected by wear and tear over time, as render wouldn't ordinarily break away due to a storm. Mr H's policy says, "*We won't be able to pay a claim for any loss or damage caused by wear and tear, wet or dry rot or anything which happens slowly over time*".

I'm satisfied therefore, that the policy makes clear that wear or tear or gradually occurring damage isn't covered. So the issue in question is whether the damage that occurred was caused mainly by the storm, or whether the storm highlighted an existing issue with the construction of the garage. I've reviewed the photographs that the surveyor provided to support his conclusions. I think the commentary given is consistent with what I can see in the photos. So I do think it's more likely that the damage was a result of gradual deterioration of the render over time and the poor construction of the wall, rather than by the one-off storm event. That doesn't mean I think the storm couldn't have caused the wall to collapse. Rather, that the wall showed signs of wear and tear and poor construction, which would make it more likely that it wouldn't be able to withstand storm conditions.

I've considered the letter from Mr H's acquaintance who has an engineering background. Whilst he comments that he inspected the garage visually in 2021 and found it to be of sound construction, this comment was made in relation to the security of the garage and its contents, not its ability to withstand a storm. And when he comments on the damage being consistent with the storms in February 2022, he doesn't support his opinion with reasons. So I've not found the letter to be as persuasive as the report from the surveyor who attended in March 2022 and the insurer's subsequent comments and reasoning.

The surveyor's report comments on the single breeze block construction of the garage and refers the claim back to the insurer due to concerns that the wall was very weak. I'm also persuaded by what the surveyor said regarding any rebuild of the wall, which he says should involve either the single blockwork being laid flat to make the wall wider and stronger, or a double leaf wall with cavity ties holding both walls together for adequate strength.

So taking everything into account, I'm satisfied that Covea hasn't declined the claim unfairly. And I won't be requiring it to do anything differently in that respect.

However, I agree with our investigator that the service provided to Mr H should've been better. Covea took too long to register Mr H's claim at a time when Mr H would've been worried about the damage and the cover available for it. The claim was registered over four weeks after Mr H says he made Covea aware of it, and Covea also didn't deal in a timely manner with the data subject access request Mr H made.

I also sympathise with what Mr H has said about the surveyor's repeated suggestions that the claim would be paid. I don't have enough evidence of these conversations taking place, but I don't doubt that Mr H has relayed his genuine recollection of the content of those conversations. As the surveyor was acting on behalf of the insurer, I consider this a further indication that the service provided to Mr H could've been better from the outset.

Covea says it wants an opportunity to investigate and respond to Mr H's dissatisfaction with the lack of updates and communication at the start of the claim journey, as these weren't mentioned in the initial complaint. But I'm satisfied Covea has had ample opportunity to address these complaint points, as Mr H mentions in his complaint form to this service that he had to phone and chase Covea on at least four occasions when he failed to hear back within a promised timeframe. This complaint form was sent to Covea in August 2022, so I'm satisfied it has seen a copy of it.

As a result of the poor communication, I'm persuaded that Mr H has been caused distress and inconvenience for which he should be compensated. And I consider the £100 recommended by our investigator to be fair and reasonable compensation in the circumstances.

### **Putting things right**

Covea Insurance plc must now pay Mr H £100 compensation for distress and inconvenience.

### **My final decision**

My final decision is that I uphold this complaint and I direct Covea Insurance plc to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 11 February 2023.

Ifrah Malik  
**Ombudsman**