

The complaint

Mr and Mrs S are unhappy that Covea Insurance Plc (Covea) has declined their claim for storm damage under their home insurance policy.

Mr S brings this complaint on behalf of himself and Mrs S and so I have referred to Mr S throughout.

What happened

In February 2022 Mr S made a claim under the storm damage section of his home insurance policy. He reported to Covea that the felt covering on his garage roof was damaged during a storm.

Covea instructed a surveyor to attend the property and assess the damage. He concluded that the internal roof timbers were suffering from wet rot caused by a natural breakdown of materials. Covea said that the storm highlighted the problem rather than being the cause of the damage and declined the claim.

Mr S didn't agree with Covea's decision and complained. He thought that the storm had caused the felt roofing to come away.

Covea said that the photos taken by its surveyor showed that the roof joists were wet and had developed mould. It said that this compromised the stability of the roof covering. It said that the ingress of water occurred over a period of time and caused the roof covering to come away. It referred to its policy which says that it excludes damage caused by wear and tear or maintenance.

Covea then sent a second surveyor to inspect the damage in June 2022. His report concluded that the felt roofing was old but hadn't perished and that although the roof joists were wet there was no rot. Covea maintained its decision to decline the claim and so Mr S brought his complaint to this service.

Our investigator noted the two differing reports obtained by Covea and didn't think that Covea had acted fairly in declining the claim. Mr S accepted our investigator's view, but Covea didn't. It said that the second surveyor had reviewed the original photos and concluded that there had been a natural breakdown of materials and that its decision to decline the claim was correct. The matter was referred for an ombudsman's decision.

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.

Not all damage a home sustains will be covered by home insurance. Only the damage caused by one of the one-off perils (or events) listed in the policy will be covered. If the damage can be shown to be caused by such an event, then the insurer must pay the claim unless it is able to rely on one of the policy exclusions to decline it.

I've looked at Mr S's home insurance policy and it includes storm damage. The policy goes on to say that Covea will not pay for any loss or damage arising from wear and tear or damage that happens gradually over time. It's clear, therefore, that Mr S's policy covers damage caused by a storm but will not cover any damage that is caused by a natural breakdown of materials.

When considering complaints about storm damage claims, we ask three questions:

- Is there evidence of a storm event on or around the time the damage was caused?
- Is the damage claimed for typical of damage that would be caused by a storm?
- Was the storm the main cause of the damage?

The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld. I will look at each point separately.

Is there evidence of a storm event on or around the time the damage was caused?

Mr S is not sure exactly which day the damage occurred but says he reported it as soon as he was aware of it. I've looked at weather reports on the day Mr S reported the damage and seen reports of a named storm shortly before this. I'm satisfied that there were storm conditions around the time of the damage and Covea don't appear to dispute this.

Is the damage claimed for typical of damage that would be caused by a storm?

Strong winds are known to cause structural damage, and there were strong gusts around the time of the claim. I'm satisfied the damage to the felt garage roof is consistent with that typically caused by a storm.

Was the storm the main cause of the damage?

Mr S accepts that his garage is old but says that he regularly inspects it and hadn't noticed any damage to the felt roof before the storm. He believes it was the storm that caused the felt roof to lift.

There are two expert's reports in this case, and I've carefully reviewed them both, along with the photos and all the additional comments provided by Covea and Mr S. Covea rely on these reports to show that the roof covering was suffering from a natural breakdown of material.

Covea say in its final response letter to Mr S that the ingress of water into the garage over time caused the attachment between the roof and the garage to fail. So, it seems to be suggesting that the internal damage caused the felt roof to lift. However, it's not clear how the internal damage occurred as there's no explanation by either surveyor. Neither is there any indication where the ingress of water might have come from.

The two surveyors' reports and photos are very different. They are some four months apart and Mr S carried out a temporary repair and cleaned the garage between the visits which might explain some of the differences. However, I think there are significant issues which remain unexplained.

The first report focuses on the wet rot and mould on the inside of the garage and doesn't specifically mention the condition of the roof covering at all. It is a repair of the roof covering that Mr S is claiming for. The later report said that the roof covering hadn't perished. It's difficult therefore to see how either report supports Covea's position that the felt roof was

suffering from a natural breakdown of materials.

There is also contradictory evidence in the reports about the condition of the internal roof joists and decking boards. Both state that they are saturated, but unlike the first surveyor, the second says that there is no evidence of wet rot. Covea says that rotting and moulding like this doesn't suddenly appear and disappear within a short period of time. Whilst this may be correct, it hasn't explained how the internal problems with the roof occurred if the roof covering hadn't perished.

The first report concludes that the damage is caused by a natural breakdown of materials – although doesn't relate this specifically to the roof covering. The second report doesn't mention a cause of the damage at all. Covea has said that the second surveyor told it that having reviewed the original photos, he was in agreement that the external roof was subject to a natural breakdown of materials. However, this is not what he says in his report. In fact, the report specifically says that although the roof felt is old, it doesn't appear to have perished.

Where an insurer relies on an exclusion in the policy to decline a claim, as Covea has done here, then the onus is on it to show the exclusion applies. I don't think Covea has done this. I've not seen any evidence to show that there was damage to the roof covering before the storm – or in fact that there was any external damage to the roof. The only evidence presented relates to damage to the internal roof – with no explanation of how this might have occurred or how it relates to the external roof.

I'm therefore not satisfied that Covea has shown that a natural breakdown of materials was the cause of the damage to the external roof covering. On balance I think that the storm was more likely to have been the main cause and I don't think Covea acted fairly when it declined the claim. I think that Covea should look again at Mr S's claim for storm damage without reference to the exclusion clause it previously relied upon.

My final decision

My final decision is that I uphold this complaint. I require Covea Insurance Plc to reconsider Mr and Mrs S's claim for damage caused by the storm in line with the remaining terms and conditions of his policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 28 February 2023.

Elizabeth Middleton
Ombudsman