

The complaint

Mrs C complains that Covea Insurance plc have declined to replace a tile on the front of her roof, which she believes was damaged in a storm.

What happened

Mrs C held a buildings insurance policy with Covea.

In January 2022 Mrs C made a claim under her buildings insurance policy as her roof and her garage doors were damaged during a storm. At the time, Mrs C's husband was terminally ill in hospital and so she was at the hospital every day and in a stressful situation. Unfortunately, Mr C passed away in early February.

The surveyor visited Mrs C's property on 4 February and recommended repairs to the rear of the roof but not the garage. They said that garage was in a poor state of repair and damage was due to wear and tear. They were unable to take aerial photos of the roof as the polecam wasn't working.

In March, Covea's contractors came out and replaced the tiles on the back of the roof, but not the tile on the front. Mrs C asked the contractors about the tile on the front, but they said it wasn't on the job sheet.

So, Mrs C raised this with Covea as a complaint and sent photos of the slipped tile on the front of the property and another cracked tile.

Covea responded saying that they had reviewed the photos and thought the tile has slipped due to wear and tear and so it wasn't covered.

Mrs C brought her complaint to us.

One of our investigators has looked into Mrs C's complaint and she thought that Covea had acted in line with the terms of the policy and settled the claim fairly.

Mrs C disagreed with our investigator's view, and so the case came to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

I'm intending to reach a different conclusion on this complaint to our investigator. Because of that, this decision will be provisional, and I'll give both sides a chance to comment before I make a final decision.

In this case I have to consider whether Covea have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so. I'm intending to uphold Mrs C's complaint and I will explain why.

The claim notes show that on 2 February Mrs C reported to Covea that the storm had damaged her garage wall, taken tiles off the roof and damaged a section of brickwork above

her garage door. The notes record that “One tile is missing from the front of the roof but unsure if any more tiles are missing.”

I can see that this information was also included in the Claims instruction sent to the surveyors, so they were made aware that they needed to look at the front of the roof. They were also made aware of Mrs C’s difficult personal circumstances.

However, despite this, the surveyor didn’t look at the front of the roof at all, and there are no photographs of the roof on the report provided to me from the assessors, as it says the pole camera wasn’t working. So, we have no contemporaneous visual evidence about the state of the front of the roof shortly after the storm damage occurred.

Covea have subsequently reviewed photographs taken by Mrs C’s son of the slipped tile. These were taken almost 2 months after the damage occurred and are not close up photographs. Covea said that on reviewing these, they consider that the slipped tile has occurred as a result of a breakdown in the mortar around the chimney, and that the discolouration of the exposed tile shows the damage occurred before January. They later said that the tile must have slipped before January.

I don’t accept this reasoning. I don’t think it is possible to give an accurate view on the condition of the mortar from the photographic evidence provided by Mrs C, and given that it was taken nearly two months after the storm, both any deterioration, and discoloration could have happened since the storm. Covea haven’t provided me with any evidence in their surveyors report which shows the state of the roof shortly after the storm.

As a result, I am not satisfied that Covea have declined Mrs C’s claim for the slipped tile to the front of her roof fairly.

In the light of these findings, I therefore intended to uphold Mrs C’s complaint, and I invited the parties to comment.

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’ve received no comments from Covea. Mrs C has accepted the decision. And so, in light of the above, I’m making my final decision in line with my provisional findings

Putting things right

In order to put things right, Covea should arrange for the repair of the slipped tile on the front of Mrs C’s house.

My final decision

My final decision is that I’m upholding Mrs C’s complaint and direct Covea Insurance Plc to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 9 March 2023.

Joanne Ward
Ombudsman