

The complaint

Mrs M complained that her claim for storm damage and accidental damage were unfairly declined by Covea Insurance plc (“Covea”).

What happened

Mrs M made a claim to Covea when heavy rainfall penetrated her conservatory roof and damaged her laminate flooring in the room below. When Mrs M reported the incident she informed Covea that she was already in the process of arranging a replacement roof following the advice of a roofer.

Based on the information Mrs M provided, Covea decided to decline the claim for the roof as it said the policy didn’t cover damage caused by gradually operating causes including deterioration and wear and tear. However, Mrs M was led to believe her claim for damage to the laminate flooring would be covered, until Covea retracted the offer when Mrs M came to providing it with her bank details.

Covea acknowledged some failings – it said it should’ve been more proactive during the claim and discussed the possibility of appointing a surveyor sooner. So, it awarded £100 compensation and decided to cover 50% of the laminate flooring (£381) less the excess, meaning Mrs M would’ve received £181.

Mrs M is unhappy as she said her roof was in good working order and she was only changing her roof for the changing climatic conditions to ensure it suited her needs in the future.

Our investigator decided to uphold the complaint. He agreed with Covea’s decision to decline the claim for the roof, as there was no evidence of storm or flood conditions so thought Covea was reasonable in deciding it wasn’t covered by the policy. However, he thought the damage to the flooring should be covered under the accidental cover of the policy as he thought it occurred through a one-off event. Covea disagreed, 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.

Mrs M’s claim for the roof was made after heavy rainfall. For the claim to be valid, it would need to be made under one of the perils listed in her policy. So, heavy rainfall would normally be considered under the storm peril. So, I’ve first considered this.

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?

I have checked the weather conditions at the time of the claim. There was persistent rainfall recorded but it wasn't close to been heavy and persistent enough to be considered as storm conditions. I also checked there weren't any significant gusts at the time that could be classed as storm conditions.

Therefore, as the weather wasn't consistent with a storm, Mrs M wouldn't have a valid claim under the storm peril.

I've also checked the claim to see if any evidence of flood conditions has been presented. As there haven't been, I don't think Mrs M could reasonably claim under the flood peril.

Covea rejected the claim as it said Mrs M had informed it that she was in the process of getting her Perspex roof changed. I appreciate Mrs M said her roof was in good working order. However, I don't think it's likely someone would go to the expense of paying for a new roof if they thought it was in good working order. I would imagine this would only happen if someone was generally upgrading or changing the look of their home and there isn't evidence this was the case.

I've also noted that Mrs M's roofer wrote that the weight of the water had caused the sheets of the roof to separate from the wall side. I wouldn't expect this to happen to a roof that was in good order. So, in summary, I think Covea has been fair in declining this part of the claim for gradual operating causes (deterioration and wear and tear to the roof). I think this is most likely the main cause of the rain penetrating the roof.

I've then considered whether Covea were fair to retreat on its position to cover the damage to the laminate flooring. Covea has said this damage was caused because of the defective roof, so should also be excluded due to the gradual operating cause. However, I don't think this is a fair stance in the circumstances of this claim. I'll explain why.

Mrs M had accidental cover on her policy, so she would be covered for one-off unforeseen events. Mrs M had identified her roof needed replacement and she pro-actively arranged for it to be replaced. Unfortunately, the time between having the quote and been able to have the work carried out was around two months. Mrs M had paid the deposit and clearly intended to have this work completed. I don't think she can be held accountable for the timescales as it wasn't within her control. I appreciate she could've got a temporary cover to her conservatory – but given she was in the summer months I don't think she would've reasonably expected to have such heavy rainfall. I think Mrs M has taken a reasonable action to mitigate the loss.

A temporary solution would've cost a significant amount proportionately to mitigate a risk for a relatively short period, when the risk of heavy rainfall was low. So, I don't think it was reasonable to expect her to do this. I've also considered, Mrs M's vulnerable circumstances at this time – so I think she has acted reasonably given these. I think the claim should be accepted under the accidental peril as I think the loss was unforeseen and one-off in nature.

Therefore, I uphold this complaint. I require Covea to settle the claim for the laminate flooring in full, less the policy excess (based on valid receipts / quotes). I think the added delay with

getting her claim settled fairly in her vulnerable circumstances would've been stressful, so I require Covea to pay an additional £150 compensation to reflect this (so £250 in total).

My final decision

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

- Settle the claim in full for the laminate flooring (less the excess) – if Covea have already paid Mrs M for part of this, then they should only pay the additional amount
- Pay £150* additional compensation – for distress and inconvenience (plus the original £100* offer if it hasn't yet been paid).

* Covea Insurance plc must pay the compensation within 28 days of the date on which we tell it that Mrs M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 May 2023.

Pete Averill
Ombudsman