

The complaint

Mr H complains that Covea Insurance plc declined his claim for storm damage to his home.

What happened

Mr H had a home insurance policy that was underwritten by Covea. It had a home emergency extension that was underwritten by another insurer.

In September 2022 he made a claim on the home emergency cover following water ingress to his home after a spell of bad weather. He had issues with the call out initially but his home was attended around a week later and the roof was repaired.

After this he made a claim on his home insurance with Covea for the damage to his property. It declined the claim as it said the weather on and around the date of the damage didn't meet the definition of a storm as laid out in the policy, so cover wouldn't apply.

Mr H made a complaint but Covea didn't uphold it. So he brought his complaint to this service.

Our investigator recommended Mr H's complaint be upheld. She said while she thought Covea had acted fairly by declining the external damage under the storm cover, it hadn't considered cover under the accidental damage section of the policy for the internal damage. And she thought it should consider this. She also recommended it pay Mr H £150 for the distress and inconvenience it had caused by not doing this sooner.

Mr H accepted our investigator's outcome. However Covea didn't. It said Mr H had failed to substantiate his claim with photos of the damage to the roof. So it had been unable to validate it and therefore cover wouldn't apply. It asked for the complaint to be reviewed by 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.

Mr H's policy contains a clear definition of what constitutes a storm. It states there need to be wind speeds of over 55mph and over 25mm of rain within an hour. From looking at the weather reports for the days around when the damage happened, I agree these thresholds weren't met. So I think Covea acted fairly by declining Mr H's claim for the external damage on this basis.

However Mr H's policy also contains cover for accidental damage, defined as:

'Unexpected and unintended damage caused by sudden means'

Where there has been damage to the external part of a property due to bad weather, and there is accidental damage included on the policy, we'd expect the insurer to consider the internal damage under this section even if the external damage isn't covered elsewhere.

Covea has said it hasn't considered this as Mr H has been unable to substantiate his claim as he didn't take any photos of the damage to the roof. However I don't think this is a fair approach.

Mr H has provided photos and videos of the water damage to his home that clearly shows the damage he is claiming for. He's also had a contractor attend to fix the damaged roof, so would likely be able to provide further evidence of this if requested. It appears Covea has done very little to determine if there is a valid claim under accidental damage and has made no attempt to assess the claim properly under the policy.

For this reason, I agree with our investigator that it should consider the claim for the external damage under the accidental damage cover. As it has provided a poor service so far and this has caused Mr H unnecessary distress and inconvenience, it should pay £150 compensation to apologise for this.

My final decision

For the reasons I've given, I uphold Mr H's complaint. I require Covea Insurance plc to:

- Consider Mr H's claim for the internal damage to his property under the accidental damage cover in his policy.
- Pay Mr H £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 June 2023.

Sophie Goodyear
Ombudsman