

The complaint

Mr J complains about how Covea Insurance plc handled a claim he made on his home insurance policy.

Reference to Covea includes its agents.

What happened

Mr J held a home insurance policy with Covea. When his wall fell, he made a claim to Covea for the damage to the wall, and for his legal liability to his neighbours in respect of damage caused to their property as a result of the fallen wall.

Ultimately Covea declined both his claims. It first said the wall had fallen due to subsidence, but that the policy excluded such damage if the main building wasn't damaged at the same time – which it wasn't. It later changed its reason for decline. It said the wall was poorly maintained which meant the most likely cause of the damage was a gradual deterioration, something the policy didn't cover.

Mr J didn't think this was fair and complained about the decision to decline the claim, and the way the claim was handled.

Covea didn't change its stance, it maintained the claim was declined fairly, in line with the terms and conditions of the policy. It acknowledged a small delay but didn't think this adversely affected the claim, because it had already been declined at that point.

Mr J didn't agree and brought his complaint to us.

One of our Investigators pointed out they couldn't look into a previous complaint Mr J made to Covea about the handling of the claim – they thought this complaint was brought to us too late. They said they could only look at the events covered in Covea's response to Mr J's complaint in December 2023.

Based on what they thought they could consider, our Investigator didn't recommend the complaint be upheld. They thought Covea had fairly declined the claim in line with the terms of the policy.

Mr J didn't agree and asked for an Ombudsman's decision. He's said there are a number of errors in the reports Covea relied on and doesn't think it's fair his claim is declined.

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'm not upholding it.

It's important to note here that while I've considered everything we've been sent; I won't be commenting on each and every argument or piece of evidence. Instead, in line with our role

as an informal service, I'll comment on what I consider to be key to the dispute.

Like our Investigator, I'm only able to consider Mr J's second complaint relating to the handling of his claim between September 2023 and December 2023 and the decision to decline that claim. His previous complaint was brought more than six months after Covea's final response, so it's been brought too late.

- Mr J's policy covers him for damage to his buildings which includes any walls he owns too.
- The first burden of proof is on Mr J as the claimant to show he's suffered a loss covered by his policy with Covea.
- Given the policy says he's covered for damage and damage is simply defined as "*physical loss, destruction or damage unless otherwise excluded*", I'm satisfied he's passed his burden.
- The burden then passes to Covea to either pay Mr J's claim, or evidence why, due to some exclusion or condition it need not do so.
- Here, Covea ultimately says it's not paying Mr J's claim because the damage was caused by the gradual deterioration of the wall.
- There's a general exclusion in Mr J's policy with Covea stating he's not covered for any claim caused by "*wear, tear or the gradual deterioration of something with age and over time*". So, if Covea can show this is the cause of the damage, it's fair it doesn't pay the claim.
- Here, from the reports I've seen I'm satisfied they conclude that the most likely cause of the damage is the gradual deterioration of the wall due to the vegetation not allowing it to dry properly, then freeze thaw weathering damaging the mortar and structural integrity of the wall.
- I understand Mr J has pointed out a number of errors in those reports, but I don't think those errors ultimately have any sway on the conclusion drawn. They're more administrative.
- I'm also aware that Mr J says the reports say the damage has been caused by poor maintenance of the wall, and that the policy doesn't exclude damage caused by poor maintenance. And he's right it doesn't. But the reports clearly say that the poor maintenance has led to the gradual damage. And that is excluded from cover as set out above.
- I'm also satisfied it was reasonable for Covea to explain that Mr J has no legal liability towards his neighbour's property. It's not been shown he's legally liable for the damage, and in any case, the exclusion set out above relating to gradual deterioration is a general exception and applies to the entire policy.
- In the small scope of complaint I'm considering, Covea acknowledged a delay but said it didn't adversely affect Mr J's claim, because it had already been declined at that point. I'm satisfied that's a reasonable explanation. So I don't require Covea to take steps to put that right.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 February 2025.

Joe Thornley
Ombudsman