

The complaint

Mr D is unhappy Covea Insurance plc (Covea) have declined a claim for storm damage he made under his home insurance policy.

What happened

In January 2024 Mr D logged a claim with Covea under his home insurance policy. He said a storm had damaged his dormer roof and main slate roof. Covea told Mr D it could offer him a settlement which was accepted and a payment was raised. It then told Mr D the payment hadn't been authorised as the wind speeds fell below what the policy required for a claim to be paid. Mr D raised a complaint.

Covea didn't uphold Mr D's complaint. It said it had used weather reports to review the weather conditions at Mr D's postcode and said the claim wasn't covered. It apologised the decision hadn't been reached sooner. Mr D didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said based on the evidence provided he thought storm conditions were likely present leading up to Mr D's claim. He said he thought the damage was typical of storm damage and he hadn't seen any evidence the damage hadn't been caused solely by the storm. He said he thought Covea should settle Mr D's claim as it said it would, pay 8% per year simple interest on the settlement due, and pay £250 compensation for the distress and inconvenience caused.

Covea didn't agree with our investigator. It said there were no storm conditions present on the date Mr D said the damage occurred. It also said based on images of Mr D's property, it didn't appear the slate or dormer roof had been maintained recently. Our investigator considered the additional evidence provided and issued another view. He said he thought the photographs provided showed Mr D's roof was deteriorating before the date of loss and without evidence the roof had been recently maintained he was more persuaded wear and tear was the proximate cause of the damage rather than the storm. Our investigator issued a further view maintaining what he had said about the damage to Mr D's roof, but he thought Covea should pay Mr D £150 compensation for the way it handled his claim.

Covea accepted our investigator's view but Mr D rejected it. He said there was no evidence in the photographs the dormer roof was loose or damaged, and it had been replaced 11 years previous.

As Mr D didn't agree with our investigator, the complaint has been passed to me to decide.

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 want to acknowledge I've summarised Mr D's complaint in less detail than he's presented it. I've not commented on every point he's raised. Instead I've focussed on what I consider to

be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr D and Covea I've read and considered everything that's been provided. I've addressed the key points separately

Claim decline

Mr D's policy provides cover for loss or damage caused by a storm. The policy states:

'Storms and storm damage

The ABI (Association of British Insurers) define storm as: -

- *Wind Speeds with gusts at least 48 knots (55mph, equivalent to Storm Force 10 on the Beaufort Scale) or;*
- *Torrential rainfall at a rate of at least 25mm per hour or;*
- *Snow to a depth of at least one foot (30cm) in 24 hours or;*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass'*

When considering whether a claim for storm damage should be successful we consider the following:

- Was there a storm on or around the date the damage is said to have happened?
- Is the damage consistent with damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid. So I've considered these in turn.

Was there a storm on or around the date the damage is said to have happened?

Mr D reported his claim in January 2024 and believed the damage had occurred on 18 December 2023. However he has said he can't be sure exactly when the damage occurred but best guessed it was around this date.

The local weather records for where Mr D lives show wind gusts of up to 53mph on 21 December 2023. I acknowledge this doesn't quite meet the policy definition of a storm.

However the weather data Covea have relied on describes this wind speed as, '*Severe gale force gusts*'. Winds of this speed are known to cause structural damage. Additionally I can see Storm Pia hit the UK on 21 December 2023 and the Met Office issued a yellow wind warning. On balance, I'm satisfied storm force winds were experienced around the time Mr D's property was damaged, and so I think it was unreasonable for Covea to decline Mr D's claim on the basis there were no storm conditions.

Is the damage consistent with the damage a storm typically causes?

Mr D has shown parts of his roof have been torn from its place, along with some slates being damaged. I think it's clear damage of this nature could be caused by strong winds and so I'm satisfied this damage is consistent with the typical damage caused by a storm.

Were the storm conditions the main cause of the damage?

To answer this question I'll need to consider whether the storm was the main or dominant cause of the damage, or whether the storm simply highlighted an existing problem.

Covea have provided two photographs of Mr D's property. One prior to the damage occurring and one after the damage had occurred. Its technical lead has said this shows Mr D's roof doesn't appear to be well maintained with some chipped/slipped tiles evident. It invited Mr D to provide evidence of any maintenance or repair to the roof. Mr D has said the flat roof had been completely re-felted 11 years previous, but is unable to provide evidence of this.

Having reviewed the photographs of Mr D's roof, I can see evidence of moss, tiles with chips, and overall the roof looks aged. So I think Covea's conclusion about the maintenance of the roof is a fair one in light of the expert opinion and available photographs.

Mr D has provided a letter from an architect who has said they believe overall the roof is sound and well maintained. But I note even with their comments they have noted corners missing from slates and rusty ridging clips. I've thought about this carefully, however when taking into consideration what can be seen in the photographs, and that Mr D is unable to provide any evidence the roof has been maintained, I'm more persuaded by the conclusion reached by Covea's technical lead that the roof hasn't been well maintained.

On balance, I think the storm conditions weren't the likely cause of the damage and merely highlighted an existing problem. Therefore I think Covea have fairly declined Mr D's claim in line with the terms of the policy.

Customer service

I don't think Covea handled Mr D's claim as well as it should have done. It had originally told Mr D his claim had been accepted and a payment was being raised, before changing its mind and declining it. This has caused Mr D some distress given he was expecting to receive payment only to have his claim declined. I think this could have been avoided had Covea considered Mr D's claim appropriately in the first instance. I think it would be reasonable for Covea to pay Mr D £150 compensation to acknowledge the distress this has caused him.

I acknowledge Mr D has said he arranged for the repairs to his roof to be completed as he was expecting to receive payment from Covea. However given Mr D's property was damaged, Mr D would have always needed to have paid for these repairs regardless of Covea's error.

My final decision

For the reasons I've outlined above I uphold Mr D's claim about Covea Insurance plc. I require it to pay Mr D £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 February 2025.

Andrew Clarke
Ombudsman