

The complaint

Mr and Mrs R have complained about Covea Insurance plc's decision to decline a claim they made under their home and buildings insurance policy for storm damage.

Mr and Mrs R are represented in their complaint. For ease, I will refer to Mr R as the lead complainant in my decision as he has asked for an ombudsman's decision on his and Mrs R's behalf.

What happened

Mr R made a claim for storm damage to a garage roof and stable roof to their insurer, Covea.

Covea declined the claim as it said the cause of damage was gradual and so excluded from cover under the policy.

Mr R complained to Covea about its decision and said it had caused delays.

Covea didn't uphold the complaint. And so Mr R asked us to look at their complaint.

One of our Investigators didn't recommend the complaint should be upheld. He found Covea had acted reasonably and in line with the policy when deciding not to meet the claim. The Investigator thought Covea hadn't caused avoidable delays when investigating the claim before reaching its decision.

Mr R didn't agree and wants an ombudsman to decide. In summary he says a storm caused the damage and wants Covea to meet the claim. He says Covea's service was poor.

So the case 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.

Insurers don't provide cover for every eventuality, but for specified insured perils. In other words, sudden unforeseen events. So, where an extreme weather event such as a storm occurs, it's expected that a property otherwise in good condition might incur damage.

As the Investigator explained, we have a long standing approach to storm claim complaints. We ask three questions to determine whether an insurer has dealt with a storm claim in a fair and reasonable way. We ask;

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

There's no dispute between the parties – and following the Investigator's view - that storm conditions occurred. So the answer to the first question is 'yes'.

The damage caused to both roofs is consistent with what a storm may typically cause. So the answer to the second questions is 'yes'.

I've looked at photos provided by Mr R and the Surveyor report provided for Covea to decide whether the claim was valid. And I've considered the comments made by Mr R and their representative that prior to the storm, the roofs were doing their job and there were no leaks or damage.

However, I think it's clear from the photos and report that both roofs were in poor condition before storm conditions occurred. And Mr and Mrs R's representative acknowledges that the roofs were 'not in the best of conditions'. Photos show the mortar to be missing or in very poor condition, crumbling tiles, and vegetation growing.

Covea excludes cover for damage caused gradually. This isn't unusual as most – if not all – insurers have the same or very similar exclusion. Covea says it will not cover loss or damage where; *"any parts or items that may need to be replaced as a result of wear and tear or gradual deterioration"*

From what I've seen, I find the answer to the third question is 'no.'

So I think Covea's decision to reject the claim was fair and reasonable as I think the storm made a pre-existing condition of the roofs worse – due to the pre-existing deterioration in the condition of both of them.

Mr R says Covea provided a poor service and they had to continually chase for updates. Mr R says they made a claim in January 2024, but Covea didn't tell them about its decision to reject the claim until June 2024.

Mr and Mrs R made their claim in February 2024. As requested by Covea, they provided photos of the damage. On review, Covea instructed a Surveyor to report on the cause of damage and the construction of the roofs.

In March 2024 the Surveyor provided its report to Covea, which led to Covea making further enquiries as to the construction of a flat roof – and the occupancy of the property. Covea needed to check with its underwriter.

Between March and May 2024 the underwriter asked for further information about the construction of the roofs from the broker who sold the policy. In May 2024 Covea informed Mr and Mrs R that it would be declining their claim for storm damage, but the policy would continue to be in force. Covea recommended Mr and Mrs R make arrangements for suitable repairs to be done in time for the next renewal date, to ensure cover is not affected in the future.

Covea accepted that it could have done more to provide an update while its underwriters were considering the claim and ongoing cover. For this it apologised. But it said the investigation was necessary in order to reach the correct decision and to be clear about cover in the future under the policy.

I can understand that chasing Covea for an update – and waiting for a decision – caused distress to Mr and Mrs R. They wanted to know what the outcome would be in order to appoint a builder to carry out repairs – and they were concerned about further bad weather coming. I can see that while Mr R says Covea didn't provide updates, he at times called them on a daily basis, and so Covea had no update to give Mr R during some calls while its underwriters investigated things.

I think Covea's decision to reject the claim was reached in a fair and reasonable way – and I think it properly investigated matters before reaching that decision. So although this took some time, any delay didn't make a difference to the outcome. In this case, I think Covea's apology for the time it took for its underwriters to decide on the existing policy cover was enough. It is for a customer to ensure any interim temporary repairs are carried out to mitigate their losses.

I've no doubt that having to deal with the disruption as a result of the damage – along with having their claim rejected – has led to a worrying and stressful time for Mr and Mrs R. Because the claim has been rejected, they will have to find the costs to carry out suitable repairs, which from the quotes provided is substantial.

But I can't say that Covea has acted unreasonably in declining the claim. I'm satisfied that when reaching its decision, it treated Mr and Mrs R fairly and as it would any other customer in the same circumstances, given the pre-existing condition of the damaged roofs.

So this means I'm not asking Covea to do any more.

My final decision

My final decision is that I don't uphold this complaint.

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

Geraldine Newbold
Ombudsman