

The complaint

Mr W complained that Covea Insurance plc ("Covea") unfairly declined his claim for damage to a garden wall during a period of bad weather. Covea were providing a home insurance policy.

What happened

Mr W made a claim to Covea following a period of bad weather, for damage caused to his garden wall.

Covea appointed a surveyor to review and validate the claim. Based on the surveyor's report, Covea decided to decline the claim. It said the weather wasn't bad enough to be considered a storm, so it said the damage wasn't covered by the policy. Covea suggested it was more likely that poor design or poor workmanship were the cause of the wall to fail.

Mr W disagreed. He commissioned his own surveyor to inspect the wall, who presented findings that contradicted Covea's surveyor. Mr W's surveyor didn't think the findings of Covea's surveyor were balanced, and whilst he didn't provide evidence of storm conditions, he also stated there wasn't evidence that there wasn't localised extreme wind.

Mr W would like his claim to be settled in full.

Our investigator decided not to uphold the complaint. She said there wasn't evidence of storm conditions, so she thought Covea had fairly declined the claim in line with the terms and conditions of the policy. Mr W 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.

Insurance policies don't generally cover all eventualities / risks. If they did it's likely they'd be cost prohibitive as the risk an insurer would be taking on would be so high. So, what insurers do to manage the risk of cover they take on, is put limitations on the type of claims they will cover. Insurers do this by defining the perils it will cover (e.g., fire, flood, storm) and it will set out conditions and exclusions which provide the parameters around what circumstances it will pay out a claim. This way policies can be more affordable to consumers, whilst still providing a pragmatic level of cover.

I appreciate bad weather may have contributed towards the damage Mr W experienced at his property. However, having reviewed the evidence and the circumstances of this complaint, I think Covea has acted fairly, as it has reasonably applied the terms and conditions in the policy to decline the claim. So, I don't uphold this complaint. I'll briefly explain why.

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?

Covea said there wasn't storm conditions at the time of the reported incident. Mr W said there had been a period of heavy rainfall over several days and this was supported by his surveyor.

I've checked the policy. Covea have used the ABI's (Association of British Insurers) definition of a storm within its policy, which states:

- *Wind speeds with gusts of 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 (30 cm) in 24 hours; or*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass.*

Therefore, under the policy terms, Covea are only liable to settle a claim under the storm peril if the weather at the time of the loss meets this definition which has been set out in its policy.

Mr W hasn't provided evidence of storm conditions, so I've used resources our service has access to which provides us with reported weather conditions all around the country. I've checked these resources on and around the date of the reported incident.

The highest recorded wind speed is 36mph and the rainfall is less than 8mm per hour on every day reported. The weather conditions fell a long way short of storm conditions as defined in the policy.

I think Covea has been fair in saying storm conditions weren't present. As Mr W didn't have a valid claim under the storm peril, I think Covea has been fair to decline the claim.

As I've answered "no" to this question, there is no need for me to consider the other points. I appreciate Mr W disagrees with Covea's theory that the collapse of the wall could've been down to design issues or poor workmanship. However, this isn't relevant to my decision. As there is no evidence of storm conditions, Covea have been fair to decline the claim.

Mr W didn't put forward any other reasons why he thought his wall had collapsed other than the weather, so I haven't looked to consider this claim under any other peril within the policy.

My final decision

My final decision is that I don't uphold this complaint. I don't require Covea Insurance plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 6 February 2025.

Pete Averill
Ombudsman