

The complaint

Mr V has complained about his home insurer Covea Insurance plc regarding a claim he made for crack damage at his home, and which it had declined (having logged it as a subsidence claim).

What happened

Mr V noticed cracks at his home in May 2022. He made a claim to Covea in August 2022. It asked to see certain details – such as regarding utility bills to check the property was occupied. On 8 August 2022 Covea received a link to documents which it couldn't open, it asked Mr V to resend the detail. On 11 August 2022 Mr V told Covea he was withdrawing the claim. The policy with Covea subsequently came to an end.

In 2024, Mr V had approached his new insurer with a claim for the crack damage and repairs he'd undertaken. It directed him back to his previous insurer. That insurer directed him back to Covea. Mr V contacted Covea in July 2024. Covea sent a surveyor to the property, they found that substantial buildings works had been undertaken and were under way, including foundation works to stabilise the property and a garage that had been demolished and partly rebuilt. Mr V later confirmed that he had acted under professional guidance with regards to all of the work and spent around £300,000.

Covea said it was not prepared to assist with the claim. It referred to a policy condition which said any payments must be authorised by it. In a final response letter Covea clarified that, in its view, Mr V, by progressing with the work, had prejudiced its position. It said it had not had chance to fully validate the claim, including in respect of occupancy of the property. It said it hadn't had chance to determine either the extent of loss or what work was necessary.

Mr V said that was not fair as he had only ever sought to mitigate loss and prevent further damage from occurring. He said he had not known he could or should claim for this – it was only when substantial works had been done that his surveyor told him he could claim. He also said that there had been a delay caused by him trying to find the correct insurer to claim against, during which time he'd had to progress work in order to prevent damage occurring. When Covea didn't change its mind, Mr V complained to the Financial Ombudsman Service.

Our Investigator noted the policy does require Mr V to get Covea's consent before making payments. He noted Mr V felt he had been doing the right thing in doing work to protect the property. But he also felt that Covea should have reasonably been given the opportunity to validate the claim and consider the required work – before work was undertaken. Therefore, our Investigator felt Covea's decline of the claim had been fair and he wasn't minded to ask it to do anything differently.

Mr V was unhappy with that outcome. He said he could show all of the evidence about occupancy was sent to Covea in 2022. So he said Covea was falsely misrepresenting that he hadn't supplied this. He said he had other proof too – reports about the work completed. He said he hadn't shared these reports with Covea previously due to the change in insurer and an "innocent oversight and human error on my part". Mr V said he hadn't really known what to do as he'd never had a home insurance claim before, he'd just tried to do his best.

Our Investigator agreed to allow Mr V until the 3 March to present the additional evidence. Mr V didn't provide anything further.

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 find my view on the complaint is the same as that set out by our Investigator. I've set out my findings below.

Mr V, in 2022, knew he had damage at his home that might be covered by his insurance policy, held at that time, with Covea. He knew to call Covea. He didn't immediately start work to safeguard his home, he called Covea first.

Covea asked Mr V to send it details so it could validate the claim. Mr V did send it a link to where Covea could access the documents it had asked for on-line. But Covea told Mr V that it could not access that link. It asked for him to send the details in another way. Mr V then withdrew the claim.

From what Mr V has said, by spring 2023, he had appointed his own experts to complete a site visit at his property and those experts had completed a report. From there Mr V started work. But he did not revert to Covea. It was in 2024 – when significant work had already been completed – such as removal of a tree, demolishing a garage and below ground foundation works – that Mr V returned to Covea. He presented it with a report at the time dated 2024 which said that expert was satisfied, on the basis of evidence Mr V had provided, that the property had suffered an insured event. Referenced by that expert as heave. I can see that Covea considered that report but was not persuaded by it.

I accept what Mr V says – that he completed work based on the advice of experts and he thought he was doing what was needed to safeguard his property. However, a claim like this – whether we refer to it as one of subsidence as Covea has done or one of heave as referenced in Mr V's report – is a highly technical and complex issue. And it is not uncommon in a situation like this for different professionals to hold widely differing views about what is appropriate and necessary in the circumstances. Even if I overlook the occupancy issue, which Mr V did not give Covea a chance to look into in 2022 – Mr V didn't give Covea a chance to appoint its own experts and come to its own view about what was causing damage at his property and what was needed to fix it. I can't now reasonably require Covea to just accept everything Mr V has done as having been necessary. Further, because work has progressed so much it wouldn't, in my view, be reasonably possible for Covea to be able to consider matters retrospectively.

I'm satisfied that Mr V has prejudiced Covea's position. I'm satisfied that its decline of the claim, in these circumstances, was fair and reasonable.

My final decision

I don't uphold this complaint. I don't make any award against Covea Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 1 April 2025.

Fiona Robinson

Ombudsman