

The complaint

Mr & Mrs B complain that Covea Insurance plc (“Covea”) wouldn’t pay for flood prevention measures to be fitted following them claiming for flooding in their cellar under their home insurance policy.

What happened

Mr & Mrs B had a home insurance policy with Covea covering their household buildings and contents. The policy was taken out via a broker.

In March 2024 their cellar flooded. They contacted Covea and made a claim.

Covea investigated the flood. The water needed to be pumped out of the cellar to understand where it had come from and what the resulting damage was.

The cellar took some time to empty. Covea said it thought the water was entering the cellar through cracks in the wall it said were due to wear and tear.

After several months of discussions, it agreed to pay for damaged contents, replacement of the cellar stairs and to replace the sump pump with a similar capacity model. But it wouldn’t pay for further preventative work to be carried out as it regarded this as betterment. It said it regarded the flood as a one-off incident.

Mr & Mrs B complained. They said tanking the cellar and installing a larger pump would mean that the cellar was usable.

As Mr & Mrs B remained unhappy, they brought their complaint to this service. They ask that Covea pay for preventative measures. They’ve been unable to use the cellar for about eight months and said Covea hadn’t carried out the repairs.

Our investigator looked into their complaint and thought it would be upheld. She said she thought Covea should install tanking because she thought the rising water table in the area had caused the cracks. She also thought Covea should investigate whether a more effective sump pump should be fitted, and Covea should pay Mr & Mrs B £250 for their distress and inconvenience.

Covea said it thought the cracks in the wall were a result of long-standing deterioration rather than a rise in the water table. But it said the policy could pay up to £5,000 for preventative measures to be fitted, alongside which Mr & Mrs B could apply for a grant towards the cost of the measures from the local authority.

Mr & Mrs B’s property flooded again in early 2025. They commented that if they’d stored more contents in the cellar, Covea would have presumably covered those items as it’d said it thought the 2024 flood was a one-off event.

Covea asked that this complaint was reviewed by an ombudsman, so it’s been passed to me to make a decision.

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'll start by saying that it's not this service's role to determine what the cause of Mr & Mrs B's flood was. What I'm able to do is examine the evidence and look at whether Covea's handling of the claim has been fair and reasonable.

Having read the evidence I've been provided, I'm upholding this complaint, and I'll explain why.

Covea's final response said it thought the cause of the flood was wear and tear from two areas on the cellar walls, and one on the cellar floor. These areas were identified as the likely water source by Covea's expert.

In its final response, Covea said:

"Whilst the water appears to have entered the cellar suddenly and not over a prolonged period of time, the cracks within the floor and walls would not have occurred as a result of any sudden and unforeseen event and are a result of gradual deterioration/general wear and tear and have simply notified you of an issue following a prolonged period of heavy rainfall."

Covea then went on to say it wouldn't pay for flood prevention measures:

"...I agree with the surveyor and loss adjuster... that a temporary rise in the water table, coupled with wear and tear cracks to the wall, caused the water ingress."

I find there has been no evidence presented that there is a foreseeable risk of this occurring again in the near future once the necessary repairs have been carried out to the stonework."

In coming to this conclusion, I have taken into account the lack of historical issues with flooding, the cracks in the cellar wall, the lack of flood risk according to government data, as well as there being no evidence to suggest the recent issue of the heightened water table is likely to be permanent."

But this seems at odds with Covea's expert's thoughts:

"...water appears to be entering the basement from 3 separate areas, there is relatively minor damage and some repairs could be undertaken... however, there is no guarantee that these measures will be sufficient should water pressures be overbearing."

Having reviewed the evidence, I think the detail in Covea's final response suggests that the incident was simply a temporary increase in the water table. But I don't agree that the reports from the experts involved say that this rise is, actually, a one-off event.

As the expert says, repairs to the three areas aren't likely to be sufficient if the water table is rising.

The report continues:

"As the basement is not tanked then it is anticipated that there will be some

moisture/dampness within the basement, however, levels will need to be controlled. Should the water table have risen, then further works are likely to be necessary to resist further water ingress."

I've mentioned above that Mr & Mrs B have told this service their home has recently flooded in a very similar way to 2024.

It follows that I don't think Covea's surmise that there is "...no evidence that there is a foreseeable risk of this occurring again in the near future..." can be relied upon.

I reasonably think recent events have shown their home is at risk of further floods, and Covea now needs to repair the damage and fit flood prevention measures.

I'm not going to go into detail here about exactly what this may mean, for example I can see that there's a sump pump in the property that has been mentioned as possibly needing an upgrade, and tanking has been talked about widely.

What I'm going to do is uphold this complaint, and say that Covea now needs to cover flood prevention measures to be put into place on Mr & Mrs B's property. What these actually consist of is a matter I'll leave to the respective parties to discuss with their experts. I'm aware this is a slightly different outcome to the view, but I'm taking the approach that my decision is inline with the view and I'm allowing the parties to work together to settle the claim rather than stating what needs to happen. If Mr & Mrs B aren't happy with how the work continues, then they can make a further complaint to Covea.

Covea has also said it regards these flood preventative works as betterment. The intention of an insurance policy is to put the consumer back in the position they were in before the insured loss occurred (usually on a new for old basis).

So we wouldn't usually expect an insurer to put the property back into a better position than it was in previously or to add preventative measures to protect the property from further damage, which the consumer didn't have previously.

But, crucially in this case, this service also says that any repairs the insurer carries out should be 'effective and lasting'. So, if there is a significant risk that the property will flood again if preventative measures are not put in place, we might say that any repair wouldn't be effective and lasting. This is because there would be no point in completing repair work which would require redoing after a short period of time, or on a regular basis. With the floods to Mr & Mrs B's cellar taking place in both 2024 and 25, the logical approach is therefore that flood prevention measures need to be put in place to make the repairs effective and lasting.

I'll also say that I think Mr & Mrs B have been caused some distress and inconvenience by Covea's claims handling, particularly due to its rejection of the flood prevention measures which seems to be somewhat at odds with the reports provided. I've thought about this and considered this service's guidelines on compensation, and I think the appropriate amount is £250.

My final decision

It's my final decision that I uphold this complaint. I direct Covea Insurance plc to:

- Settle Mr & Mrs B's claim by arranging and paying for suitable flood prevention measures to be agreed between the parties.
- Pay Mr & Mrs B £250 compensation.

Covea Insurance plc must pay the amount within 28 days of the date on which we tell it Mr & Mrs B accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 8 May 2025.

Richard Sowden
Ombudsman