

The complaint

Miss S is complaining about the way Covea Insurance plc handled a claim she made on her buildings insurance policy.

What happened

In February 2023 Miss S contacted Covea to claim for damage to a ceiling that had collapsed. Covea asked her to provide a report for what had caused the damage. She later contacted Covea to say she was struggling to get a builder to attend. Covea advised her to look at a recommended trader's website to source a suitable trader.

In July 2023 Miss S contacted Covea again to say she'd had the repairs to the roof completed and asked to recover the costs. Covea again said Miss S would need to show what had caused the damage in the first instance before it could refund the amount she paid.

Miss S didn't contact Covea again until January 2024 saying the damage to the property had gotten worse. She said Covea hadn't given her any support and wanted it to send someone out to inspect the damage. Covea appointed a loss adjuster to inspect the property.

After a period of discussion between Covea, its loss adjuster and Miss S, Covea agreed to a claim settlement. But Miss S didn't think the settlement was fair for the following reasons:

- Covea won't cover further damage to the roof. Covea said it had already refunded what Miss S had paid. But it said under the leasehold agreement for the flat, Miss S was only liable for 1/6th of the repair costs to the roof. And it said it had already paid more than that.
- Covea wouldn't cover mould to the walls and carpet in the master bedroom. Covea didn't believe this was related to the damage to the roof. It said there was evidence the damage had been arising over a prolonged period of time and was down to poor ventilation in the bedroom.
- Covea hadn't agreed to repair costs for the bathroom. Covea also didn't agree this was related to the damage to the roof. It also believed the issues were largely down to poor ventilation.
- She doesn't think the amount Covea has said it would pay to replace the damaged laminate flooring is fair. She says the price quoted per m² wasn't sufficient.
- Covea hasn't agreed to cover all the contents she's claimed for. Covea said it didn't believe the majority of the contents was damaged as a result of the original incident.

Miss S has said her property has become uninhabitable because of Covea's handling of the claim and the way it wants to settle it.

Miss S also complained about the general service Covea provided. She said it didn't provide her with any support at the start of the claim. She also said Covea and its loss adjuster hadn't kept in contact with her during the course of the claim.

Our Investigator didn't uphold this complaint as she was satisfied Covea's claim settlement offer was fair.

Miss S didn't agree with the Investigator's opinion, so the complaint's 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've decided to not uphold this complaint and I'll now explain why.

I should first set out that I acknowledge I've summarised Miss S's complaint in a lot less detail than she has presented it. Miss S has raised a number of reasons about why she's unhappy with the way Covea has handled this matter. I've not commented on each and every point she's raised. Instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this Service. I assure Miss S and Covea, however, that I have read and considered everything they've provided.

As I said, Miss S has raised several reasons why she's unhappy with the way Covea has handled the claim. I shall look to address them separately.

Initial handling of the claim

It's clear there were significant delays in the early handling of the claim. Miss S first reported the incident in February 2023, but the claim didn't start until around a year later. But I don't think Covea is liable for this for the following reasons:

- Covea set out when Miss S first reported the incident that she needed to show what had caused the damage to the roof. When she first reported the incident she said she wasn't sure how the damage occurred. And it's also a standard principle of insurance that a consumer has to show loss or damage is covered by an event covered under the policy – e.g. storm damage or accidental damage. Miss S didn't do this and there were significant periods of time between her contacting Covea. I don't think Covea acted unfairly here.
- It seems a lot of the damage Miss S is claiming for is because the builder she appointed to repair the roof damage didn't do so properly. Covea isn't liable for that. And Miss S didn't contact Covea for six months after this work was carried out.

Ultimately, I think the fundamental fault for the 12 months of delays has to primarily rest with Miss S. Covea has acknowledged it could have supported Miss S more when she called for support in March 2023 in locating a tradesperson. And I don't disagree with this. But I'm also conscious she was able to source a tradesperson and Covea isn't liable for their actions in not repairing the roof properly.

Claim settlement

Covea said it was satisfied Miss S had taken some steps to mitigate her losses by having the roof repaired so it agreed to arrange for a contractor to reattend Miss S's property and provide a full scope of works regarding the external and internal damage caused. I can see there were significant disputes amongst the respective parties regarding what Covea was liable for. But I can't ignore the claim settlement was complicated because of the initial delays caused by Miss S. As a result, it's clear it's been challenging to ascertain what damage was down to the damage to the roof and what's down to longer term existing issues.

I've considered Miss S's comments surrounding the claim settlement and I'm sorry to hear

about the difficulties her living environment has created. But I don't think Covea's claim decisions were unfair. In particular I note the following:

- Miss S has said Covea hasn't covered all the roof damage. But the policy only covers her loss or damage. Miss S doesn't dispute that her leasehold agreement only holds her liable for 1/6th of any roof damage – i.e. other leaseholders in the building are liable for the other 5/6th of the damage. So this means Miss S has the right to recover any liability over and above her 1/6th liability from the other leaseholders. As a result, this ultimately isn't "her loss" so it isn't covered the terms of her insurance policy. So it follows it wasn't unreasonable for Covea to say it wasn't liable for the full damage. And I'm satisfied it's already refunded its full liability on the claim
- Looking at the photographs provided, I don't think I can reasonably say it was unfair for Covea to say the mould to walls under the window was related to the incident. Looking at the location of the damage to the wall from pictures provided, it seems to be related to issues arising from the window itself as Covea has suggested – i.e. issues with the ventilation of the room. I would have expected to see the damage to be in a separate area of the room if it was related to the roof damage. I'd also expect to see a clearer correlation of the water damage on the ceiling to that on the wall.
- There's evidence of a long-standing issue of water damage throughout the building.
- I'm not persuaded I've seen enough to say mould arisen on the contents – including the carpet – is down to the issue reported in February 2023. As I said, there seems to be an unrelated issue arising from the window in the bedroom affecting the ventilation. It seems to me that this is most likely to be the fundamental cause of the mould to the contents Covea has said isn't covered.
- Bathroom materials are naturally designed to withstand water presence. So I wouldn't expect mould to arise in a bathroom due to the presence of water unless there's another underlying cause or failure – e.g. a lack of ventilation. Covea has highlighted that the mould arising in the bathroom is most likely to be down to a lack of ventilation. I don't think that's unreasonable for it to conclude as such.
- Ultimately I think a significant amount of this damage is down to the fact that it took Miss S around 12 months to progress the claim. I recognise Covea could have provided some further guidance at the start, but I don't think this is the reason for the delays. And Covea is not liable for damage arising because of these delays.
- I've considered Miss S's comment that Covea hasn't fairly priced the cost of replacing the laminate. But I can also see Covea asked her to provide a copy of the invoice showing what she paid for it to show the settlement was unfair, but she hasn't provided this. And I don't think she's provided anything to show Covea has assessed this unfairly.

Ultimately, I haven't seen anything to show Covea has handled the claim settlement unfairly.

General customer service

Miss S has said Covea hasn't fairly communicated with her – in particular she's said Covea and its loss adjuster didn't communicate with her or keep her updated, but she said when she did speak, the call handlers were rude on the telephone.

Covea have provided around 70 telephone calls to and its loss adjuster had with Miss S. I've also considered the file notes provided. I'm satisfied this shows Covea and its loss adjuster did communicate with Miss S frequently and throughout the claim journey. I recognise that Miss S didn't agree with what she was told. But this doesn't mean Covea treated her unfairly. And, as I said above, I don't think the way it said it would settle the claim was unfair. I also haven't seen anything from the telephone calls to show that the call handlers didn't act in a professional way.

As I said above, I naturally sympathise with the situation Miss S has found herself in. But I

don't think Covea has generally handled this claim unreasonably.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 9 June 2025.

Guy Mitchell
Ombudsman