

## **The complaint**

P has complained about Covea Insurance Plc's decision to turn down its claim for damage to a building under a Golf Club Insurance Policy.

Any reference to Covea includes its agents.

P is represented by F.

## **What happened**

The roof of the greenkeeper's shed, which is one of the buildings belonging to P and insured under its policy, was blown off in a storm in November 2023. P put in a claim under the policy. Covea sent a structural engineer to survey the damage, who I'll refer to as G. After Covea got G's report, it turned the claim down by relying on an exclusion in the policy for damage resulting from faulty or defective design. Covea said the roof had come off because of a design defect, which meant it could rely on this exclusion.

P complained to Covea, but it wouldn't alter its position. So, F asked us to consider P's complaint. One of our investigators did this. She didn't think it should be upheld. She said Covea was entitled to rely on the abovementioned exclusion to decline P's claim.

F doesn't agree with the investigator's view and has asked for an ombudsman's decision. It's pointed out the second part of the exclusion the investigator has referred to doesn't apply. It's also said Covea's decision was partly based on an expert opinion obtained by Covea. And an expert opinion prepared for any building is likely to highlight faults. It's gone on to say that no property is perfect, and the shed had withstood the test of time. It has also raised a concern about the fact that the survey carried out by G was the last of several surveys carried out by Covea and the fact these surveys were deemed satisfactory points to the construction of the shed being of satisfactory quality for Covea to accept the risk of insuring it.

## **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 agree with our investigator that P's complaint should not be upheld.

P's policy covers damage caused by storm. And it is clear from weather records there was a storm in the area that P is in on the day the damage occurred. And I think it is also clear that it was the wind during this storm that lifted the roof off the greenkeepers shed. So, the issue for me to consider is whether Covea is entitled to rely on the following exclusion to reject P's claim for this damage.

*"Damage caused by or consisting of:*

*1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in*

*water table level, or Damage to any property resulting from its own faulty or defective design or materials.*

*1.2 faulty or defective workmanship, operational error or omission, on Your part or any Employees of Yours but only in respect of the work in progress or that part of the property being worked upon (other than Accidental Damage to Greens caused by Your green keeper(s)).”*

F is correct in saying that Covea can't rely on the second part of this exclusion, as it was not faulty or defective workmanship on the shed while it was being worked on by P's employees that led to the damage.

However, I think Covea can rely on the first part of the exclusion (1.1). This is because I am satisfied it is clear from G's report that the shed did have a faulty or defective design and that the damage to the shed was caused by this. By this I mean that, while it is clear the roof lifted off in a storm, I consider it more likely than not that it would not have done so if it wasn't for the faulty or defective design of the shed.

I say this because G has pointed out the roof was not tied down to the lower superstructure, as it should have been. The fascia board to the right wall didn't appear to be fixed to the masonry. And the lower superstructure had been rendered unstable. And I think it is clear that at a basic level for any building like the shed, the roof needs to be tied down to the lower superstructure. I appreciate the building has stood the test of time, but this in itself does not mean its design wasn't defective. And, while I appreciate a structural engineer could find faults in most buildings, this doesn't alter the fact that the design of the shed was fundamentally faulty and defective. And this is very different to the minor faults a structural engineer might find in a properly designed building.

I've noted F's point about previous surveys carried out by Covea. And it is clear Covea did carry out a survey. And that it insisted on a number of risk improvements following the survey. And this survey does have a section in it in which the surveyor comments on the construction of the buildings on P's property. However, this clearly wasn't a full structural survey and the surveyor only commented briefly on the greenkeeper's shed. The survey was a risk survey which looks at obvious risks that could lead to claims. And I do not consider Covea ever suggested to P that it had carried out a full structural survey and was happy with the construction of all the buildings on P's property. Covea agreed to provide the policy based on a fair presentation by P and its insurance broker. And it was for P to make sure that the buildings it was asking Covea to insure were properly constructed and not defective. Therefore, I do not consider the fact Covea carried out a survey prior to the claim means it should not be entitled to rely on the abovementioned exclusion to reject the claim.

In summary, it will be clear from what I have said that I consider Covea is entitled to rely on the abovementioned exclusion to turn down P's claim.

### **My final decision**

I do not uphold P's complaint about Covea Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask P to accept or reject my decision before 28 April 2025.

Robert Short  
**Ombudsman**