

The complaint

Ms K complains that Covea Insurance plc (“Covea”) declined her claim for water damage caused by a leaking shower

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Ms K had buildings and contents insurance underwritten by Covea. The cover started on 28 January 2024. On 31 January 2024 Ms K contacted Covea to say she’d noticed water damage caused by a leak from her shower. She provided it with photos and a plumber’s report as evidence. The report concluded that water had leaked from the shower drain, causing the wooden tray support to rot, which in turn allowed the tray and sealant to separate when in use.

Covea declined the claim because the damage had happened over time and, therefore, would’ve been covered by Ms K’s previous insurer.

Ms K complained because she believed she’d been insured by Covea the previous year, so she remained of the view that it was responsible for handling her claim.

Covea sent its final response letter, repeating its position and directing Ms K back to the previous insurer. Covea didn’t uphold the complaint.

When Ms K brought her complaint to us, our investigator didn’t think Covea had done anything wrong. She said that the rot would’ve taken some time to develop as a result of the shower leak. Therefore, it was more likely than not that the damage started before the policy with Covea commenced just three days before Ms K claimed. On balance, our investigator thought Covea had reasonably concluded from the evidence that Ms K ought to pursue her claim with the insurer of the previous policy. Our investigator didn’t think there was anything for Covea to put right.

Ms K didn’t agree. She felt she was being passed from one place to another, and she didn’t think Covea’s failure to follow its own processes had been taken into consideration. The complaint was 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.

Having done so, I've decided not to uphold Ms K's complaint for the same reasons as our investigator.

I understand this will be disappointing to Ms K. I've listened to the calls she had with Covea, and with our service, and it's evident that she just wants her claim considered. To be clear, I haven't decided that Ms K does or doesn't have a valid claim. I've simply concluded that her claim ought to be considered by her previous insurer. I'll explain.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've looked at whether Covea turned down Ms K's claim fairly and reasonably in the circumstances.

The policy sets out the detail of the contract between Ms K and Covea. Page 7 of the policy booklet states:

What your policy does not cover

Any loss, damage, injury or accident that commenced before the policy came into force.

Covea turned down Ms K's claim because the evidence she presented suggested that the damage was caused by a leak under the shower tray which had been happening for long enough to cause the tray support to rot. Ms K's policy had been in effect for just three days before she made the claim. While the plumber's report doesn't state, explicitly, that the leak would've taken more than three days to cause the rot, and in turn cause damage outside the shower room, on balance, I think it's reasonable to conclude that it did take longer.

As I've concluded that the damage was likely to have been caused during the previous policy period – that is, before 28 January 2024 – then the claim should be made under that policy. Therefore, I'm satisfied that Covea declined the claim in line with the policy.

Covea says it wasn't the underwriter for Ms K's policy in the previous policy year. Although Ms K said it was, I haven't seen any evidence to confirm that. The available evidence shows that Covea contacted the policy administrator, which is the company Ms K would've bought the policy from, to seek clarification of the underwriter for the policy period January 2023-24. The administrator confirmed that there'd been a short period of dual cover, so the cover provided by Covea lapsed. As the administrator would, likely, have been responsible for arranging that cover, Ms K may need to contact it directly for any further information.

Covea provided Ms K with details of the insurer which the administrator had passed on, and I understand she contacted it to make a claim. In her evidence, Ms K said that it wouldn't look at her claim. She hasn't said that the other insurer didn't underwrite the policy. So, on the balance of the evidence available, I think Covea fairly and reasonably directed Ms K to the correct insurer of her previous policy.

I've noted what Ms K has said about Covea not following its own processes, which leads her to believe I should uphold her complaint. Having considered the complaint as a whole, I haven't seen anything in the evidence, including the call recordings, which persuades me Covea has fallen short in its handling of Ms K's claim.

Overall, I'm satisfied that Covea declined Ms K's claim in line with the policy, and fairly and reasonably in the circumstances. As I've said, this doesn't mean she has, or hasn't, got a valid claim. That's something she will need to raise with the previous insurer.

My final decision

For the reasons I've given, my final decision is that I don't uphold Ms K's complaint about Covea Insurance plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 23 May 2025.

Debra Vaughan
Ombudsman