DRN-5677024

The complaint

Mr D complains Covea Insurance plc (Covea) have declined a claim he made under his home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In February 2024 Mr D reported a claim to Covea under his building insurance policy. He said a storm in December 2023 had caused damage to his roof and garden wall.

Covea declined Mr D's claim. It said the mortar on the chimney had deteriorated and the ivy covering the wall was likely the cause of the damage to the wall. It said this wasn't covered under the terms of Mr D's policy. Mr D didn't agree and so raised a complaint.

On 11 April 2024 Covea issued Mr D with a final response to his complaint. It said its claim team concluded the chimney stack damage wouldn't have happened in a one-off storm event and has been caused by wear and tear. It said the damage to the wall has been caused over time due to the ivy covering it. As the damage was caused by wear and tear and this was excluded under the policy, it was maintaining its decision to decline Mr D's claim. Mr D didn't think this was reasonable and so referred his complaint to this Service.

Covea said Mr D had bought his complaint to this Service too late and so we were unable to consider it. However, an ombudsman issued a decision saying this Service was able to consider the complaint and so our investigator looked into things. She said she thought storm conditions had been met, and the damage was consistent with the damage a storm typically causes. She didn't think Covea had demonstrated the damage hadn't been caused by storm and so it should arrange a specialist to review the damage and re-assess the claim.

Mr D accepted our investigator's view but Covea rejected it. It said it had been unable to contact the roofing company Mr D had used for repairs. It also said Mr D hadn't reported the claim until February 2024, and had repairs carried out before it had the opportunity to validate the claim.

I issued a provisional decision about this complaint and I said:

> *'The relevant rules and industry guidance explain Covea shouldn't unreasonably reject a claim. Covea have said the damage to Mr D's property was caused by wear and tear rather than storm conditions. It quoted a general exclusion in the policy which states:*
>
> > *'We won't pay for:*
> >
> > *13. Wear and Tear*
> >
> > *Almost everything in your home will suffer wear and tear over time. We won't be able to pay a claim for any loss or damage caused by wear and tear, wet*

or dry rot or anything which happens slowly over time.'

I've therefore considered whether this is reasonable in the circumstances. When considering whether a claim for storm damage should be successful we consider the following:

- *Was there a storm on or around the date the damage is said to have happened?*
- *Is the damage consistent with the damage a storm typically causes?*
- *Were the storm conditions the main cause of the damage?*

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid. Covea have accepted there were storm conditions on or around the date Mr D has said the damage happened. It also hasn't said the damage isn't consistent with damage a storm typically causes. Therefore, I've considered whether storm conditions were the main cause of the damage.

Whilst Mr D has said the damage to his property was caused by a storm at the beginning of December 2023, he didn't report the claim to Covea until the end of February 2024. He also had the repairs to his roof carried out before Covea had the opportunity to review whether the damage to Mr D's property was caused by storm. Therefore, Covea only had an invoice and a photograph of Mr D's roof from the ground in order to make its decision.

The invoice Mr D has provided states:

> *'Flaunch chimney where it had lifted in wind and blown off and damaged main roof tiles and lower roof tiles'*

However, this invoice is only two sentences long and doesn't provide any commentary on the condition of Mr D's roof before repairs, nor includes any photographs of the roof before or after repairs. So, I don't think it is persuasive evidence the damage to Mr D's property was caused by storm conditions.

Covea have said the flaunching on the chimney wouldn't blow off from storm conditions and the photograph Mr D has provided appears to show deterioration in the mortar. Based on the photograph Mr D has provided; I think this is a reasonable conclusion for it to reach.

Overall, I don't think the evidence Mr D has provided demonstrates the damage to his roof has been caused by a one-off storm event. I think it was reasonable for Covea to conclude, based on the limited information available to it, that it's more likely the damage to Mr D's property is as a result of wear and tear. And as this is excluded by the terms of the policy I think it was reasonable for Covea to decline Mr D's claim for the damage to his roof.

Turning to the damage to Mr D's wall, Covea have said this damage has also been caused by wear and tear and not by storm conditions. Mr D has said the strong winds have pulled the ivy from the wall and in turn caused the damage.

I've reviewed the photographs Mr D has provided of the damage to his wall. The top layer of bricks have raised, which I don't think is consistent with damage caused by strong winds. The photographs also appear to show the wall to be in a poor *condition, particularly around the areas of damage.*

Again, based on the limited evidence Mr D provided, I think it was reasonable for Covea to conclude the damage to Mr D's wall has been caused by wear and tear rather than by a storm event. I don't think Mr D has demonstrated the damage to his wall has been caused by storm conditions and I think it's more likely the storm conditions have highlighted an existing issue rather than causing the damage. As damage caused by wear and tear is excluded by the terms of the policy, I think it was reasonable for Covea to decline Mr D's claim for the damage to his wall.

I know this will be disappointing for Mr D given the damage to his property. However, for the reasons I've explained I think Covea have acted reasonably when it has declined Mr D's claim.'

Covea didn't respond to my provisional decision but Mr D disagreed with it. He provided a detailed response but in summary he said:

- The repairs being carried out was in the best interest of Covea as it avoided further damage to the chimney stack.
- Prior to the storm there was no water ingress into the property and following the storm there was water ingress.
- The chimney stack which was dislodged was newly mortared two years ago and so its unlikely the mortar deteriorating was the cause of the damage.
- The neighbours repaired the damaged wall and so no claim is being made for this.

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 reached the same outcome to the one I reached previously for much the same reasons set out in my provisional decision.

As Mr D has confirmed the damage to his wall was repaired by his neighbour and he isn't claiming for this, it isn't necessary for me to comment on this further.

The terms of Mr D's policy explain in the event of a claim, Mr D must not have any permanent repairs carried out and Covea must be given the opportunity to look at the damage first. Given the time between the storm and the repairs being carried out, I think there was opportunity for Mr D to report his claim to Covea, prior to having repairs carried out.

As Mr D had repairs carried out prior to reporting his claim, it has meant Covea have had to rely on the limited information Mr D has provided about the damage and repairs to his property when making its claim decision.

As previously explained, the invoice from the roofer is very brief, doesn't comment on the condition of Mr D's roof, has no photographs of the damage and is dated around two months after the storm took place. And so, I don't consider this to be persuasive evidence the damage to Mr D's property has been caused by storm. And I think based on the one photograph Mr D has provided of the roof, it was reasonable for Covea to conclude there is a deterioration in the mortar.

Mr D has said following the storm water began to ingress into his property which it hadn't previously. He's also said the chimney stack was newly mortared two years ago. However, he hasn't provided evidence to demonstrate this is the case, and so I don't think this can be relied upon to show the damage to his roof was caused by storm conditions.

Based on the evidence provided, I'm not persuaded Mr D has demonstrated the damage to his roof has been caused by a one-off storm event. And I think it was reasonable for Covea to conclude, based on the limited evidence available to it, its more likely the damage to Mr D's property was caused by wear and tear which is specifically excluded by the terms of the policy. Therefore, I think it was reasonable for Covea to decline Mr D's claim.

My final decision

For the reasons I've outlined above, I don't uphold Mr D's complaint about Covea Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 6 August 2025.

Andrew Clarke
Ombudsman