

The complaint

Mr M and Ms N complain that Covea Insurance Plc declined a claim they made on their home insurance policy following damage caused by a storm.

Mr M and Ms N are joint policyholders but for ease I'll refer to Mr M since he has brought the complaint to this Service.

What happened

Mr M had home insurance with Covea.

In January 2023 Mr M made a claim for storm damage. The claim was accepted for internal damage only.

In September 2024 Mr M appointed a contractor to inspect the roof and carry out some maintenance. The contractor found further damage to the chimney area, so Mr M reported the damage to Covea.

Covea arranged for its surveyor to attend the property in December 2024. The surveyor concluded the damage was not consistent with storm damage. The surveyor said salt particles from the sea contributed to the deterioration of the roof and the timbers were found to be rotten so this is considered to be wear and tear or gradual deterioration. As a result of the evidence Covea declined the claim. It said the damage hadn't been caused by an insured peril.

Mr M didn't agree. He said the policy documents state his property is covered for damage and is not restricted to a one-off event. He said they regularly experience these conditions and take precautions but wasn't aware of the void caused by water ingress until the roofing contractor was appointed. Because he didn't agree Mr M complained to Covea.

Covea say its contractor attended the property in December 2024 and concluded the damage to the chimney was the result of wear and tear, or gradual deterioration over time. Since that is an exclusion of the policy it said its decision to decline the claim wouldn't be overturned.

Mr M didn't agree with Covea's response – he said he is covered for all storm events and not restricted to a one off storm. So, he referred his complaint to this Service. Our Investigator considered the evidence and concluded that Covea had acted fairly in declining the claim given the evidence from its own surveyor and those appointed by Mr M. Mr M didn't agree so the complaint has come 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, while I'm very sorry to disappoint Mr M, I think the Investigator has reached a fair outcome here. So, I am not upholding this complaint.

I'll explain my rationale below, but before I do I want to acknowledge that I've summarised events in my own words and in far less detail than what's been provided to me. If I've not mentioned anything it's not because I haven't considered it – I've carefully reviewed the evidence submitted by both parties. Instead, I've focused on the key elements of the timeline, and what I consider to be the crux of the complaint – in line with our remit as a quick and informal alternative to the courts. No discourtesy is meant by that, nor is it my intention to minimise in any way what Mr M has been through

The damage

It's important to understand that Mr M's policy is 'all-risks'. That means it covers all loss or damage to his building. He isn't, as is the case with standard buildings insurance, required to show that loss or damage was caused by a single event which falls within one of the listed insured perils – for example storm, fire or subsidence. Instead 'loss or damage' is simply covered – and the onus falls to Covea, if it wishes to decline the claim, to show it can fairly rely on an exclusion or term in the policy to do so. It appears this is something that may not have been appreciated by some involved in the claim.

The policy states that "the buildings are insured against loss or damage." Mr M has demonstrated that his chimney was damaged and had to be removed for safety reasons, which is not in dispute. On that basis, the damage would fall within the scope of his policy, which covers any loss or damage unless an exclusion applies to defeat the claim. As I've explained, the loss or damage does not need to result from a specified cause to be covered. Therefore, on the face of it, there is loss or damage that is covered by the policy.

However, Covea relied on policy exclusions to decline the claim. Assessing whether these exclusions apply is more significant than determining if storm damage was the cause—though Mr M's explanation remains relevant. I have reviewed whether Covea demonstrated that any exclusions apply and whether it is fair and reasonable for it to rely on them to decline the claim.

There are a number of exclusions detailed within the policy. The exclusions include, "*loss or damage caused by wear, tear or the gradual deterioration of something with age or over time*". Covea's letter declining the claim says the following;

"Your policy provides cover for loss or damage caused by a number of different types of contingencies or instances, called insured perils. In order for a claim to be payable under the policy it has to be shown that the loss or damage for which you are claiming was a direct result of one of these perils". But that's not correct as I've explained above.

The exclusion Covea referred to is, "*loss or damage or any claim caused by – wear, tear or the gradual deterioration of something with age and over time*".

Both Mr M and Covea have provided expert reports, so I have considered these together with the 2022 home purchase surveys, comments and claim notes from Covea, and Mr M's submissions.

Covea say the damage to the chimney stack wasn't covered since the evidence showed it eroded away over time which is gradual and therefore excluded by the policy.

Mr M has provided reports obtained prior to purchasing the property in 2022. I have considered those reports. On page seven of the Home Report 2022 it says, 'Condition - this

section identifies problems and tells you about the urgency of any repairs...’ The report goes on to confirm, “*Weathered chimney masonry will require future attention*”.

The Building Survey Report dated March 2022 says, “*Slate covered roofing elements in poor overall condition and likely approaching end of economic lifespan. We have not identified any internal water ingress issues associated with the roof however, we would recommend the full roof is reviewed and overhauled by appropriate Roofing Contractor*”.

Based on these reports I’m satisfied the roof and chimney was already in a poor state of repair and this was the main cause of the claim, and the weather just highlighted this. Mr M’s report dated 21 November 2024 says, “*Voids were discovered in the sandstone chimney...the sandstone at the base of the chimney has clearly suffered erosion resulting in loss of thickness and formation of voids.*”

The report goes on to say, “*The loss of section and erosion was more evident over the full extent of the chimney base...When evaporation takes place on or near the face of the stonework, crystallised salts are deposited in its pore structure. The deposition of these crystals exerts large pressure in the sandstone and causes it to fracture and flake away, which is consistent with the sand observed within the attic adjacent to the lower chimney.*”

This process is common on coastal areas with high level of salt spray. This was further exacerbated with contributing factors such as weathering from the wind, rain, frost and atmospheric pollution together with expansion and contraction from hot/cold & wet/dry cycles”.

The report also refers to localised rotting of the sarking boards and roof timbers which is also indicative of damage occurring over time. Mr M says erosion isn’t an exclusion on the policy and the cause of damage was wind and rain. But I’m not persuaded that’s the case. The damage claimed for here is to the mortar on the chimney and given the damage being claimed for, I think it’s more likely it occurred over a period of time.

Mr M says the damage to the base of his chimney was caused by weathering, wind, rain, and wet/dry cycles. He argues that the voids at the base of the chimney were caused by wind and rain penetrating the flashing—damage typically associated with storms. He believes the severity of this damage, compared to the rest of the chimney above, shows it was clearly storm-related.

In my opinion Mr M makes some reasonable points here. I accept the weather has contributed to the damage. But I’m not persuaded the exclusion doesn’t apply given the state of the roof and chimney in 2022. On balance I find Covea’s position more plausible and to be the likely cause of damage.

I’m satisfied Covea has done enough to show the causes likely fall under the exclusions outlined above – involving a likely combination of issues over a period of time. I realise this will be frustrating for Mr M but I think Covea’s decision to decline the claim based on the exclusions was fair and reasonable.

Mr M argues that if Covea intended to decline the claim, it should have carried out a thorough assessment to establish clear grounds for doing so. I believe it has. Two pre-purchase reports indicated the roof and chimney were already in poor condition and required replacement. Mr M’s own contractor report noted weather contribution and cited erosion, rotting, and damp areas, suggesting the damage occurred gradually over time. Covea’s report also cited salt particles as a likely factor. Based on this evidence I cannot conclude that Covea acted unreasonably.

Mr M has raised a point about the claim being ultimately a contract issue, and that Covea shouldn't benefit from any ambiguity in the terms of the contract. But I don't think the contract terms are ambiguous. I think the terms are clear that any damage caused by wear, tear or gradual deterioration.

Conclusion

Mr M says he was unaware of the damage because it was on the roof and difficult to inspect. However, limited accessibility does not necessarily mean he could not have known about it. He maintains he only became aware of the issue when the chimney was inspected, but earlier reports specifically noted that the chimney was weathered and the roof required maintenance due to the property's coastal location. So, I think Mr M ought reasonably to have been aware of the fact the roof was already weathered and needed attention.

For these reasons, I am not upholding the complaint. Covea acted reasonably based on expert evidence and policy terms.

My final decision

For the reasons explained above I am not upholding the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Ms N to accept or reject my decision before 7 January 2026.

Kiran Clair
Ombudsman