

complaint

Mr J complains that Covea Insurance plc has refused to pay for a damaged wall, under his buildings insurance policy.

background

The outside wall at Mr J's property was damaged. He thinks the cause was an impact from a car or a van. He was ordered by the Council earlier this year to take some of the wall down as it was potentially dangerous. He says he complied with their instructions the same day and got the wall lowered.

He made a claim on his buildings insurance policy. Covea sent a contractor to inspect the wall. Following the inspection, the contractor thought the damage to the wall had been gradual and caused by a natural breakdown of materials. The report also confirmed there was some root ingress and the damage wasn't due to *any* insured peril (including impact from a car).

Mr J's claim was refused because Covea was of the opinion the damage had been caused by a breakdown in the materials of the wall, as evidenced by the root ingress. It also said there was no evidence to show the damage was caused by anything else. It explained that such gradual damage was not covered under Mr J's policy.

Mr J says the contractor didn't know what they were doing and felt they were only there to refute the claim. He said a more qualified assessor should have been sent to review the damage.

Mr J contacted a stonemason for an estimate to repair the wall and for their opinion of how the damage may have happened. The stonemason said that, in his experience, the damage to the wall was caused by an impact from a lorry.

Mr J was unhappy that Covea refused his claim and made a complaint.

Covea responded and said that his claim had been reviewed by a manager and the customer relations advisor who both agreed with the original decision to refuse his claim. It concluded that there was "*no evidence of any impact damage*" to the wall. And said Mr J wasn't covered under his policy for damage caused gradually or by wear and tear.

Mr J didn't agree with Covea's decision and brought his complaint to our service.

Our investigator thought Covea had correctly refused Mr J's claim and didn't need to do anything more.

Mr J disagreed with our investigator's recommendation and so his case has come to me for a decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

First, I would like to address Mr J's comments to our investigator regarding the role of the Financial Ombudsman Service. To clarify, as a dispute resolution service, it's not the role of the ombudsman service to act as a regulator and punish or monitor businesses to ensure they follow the rules. It's the role of the Financial Conduct Authority to act as a regulator for financial businesses.

In order to decide this complaint, it's my role to consider whether Covea acted fairly in refusing Mr J's claim.

Mr J has provided photos of the damaged wall but no actual evidence of the incident has been provided – such as photos, details of the vehicle or its registration number or witness statements.

I've looked at Covea's contractor's report which says this about the damaged wall – *"...a section that has come away and is loose is too high for vehicle impact. There are cracks which have been there for a period of time. There is no evidence of scratching or paint marks to suggest there has been an impact to the wall. There is some event of root ingress. The wall has collapsed, the damage is due to a natural breakdown of materials and not a result of any insured peril."*

Having looked at Mr J's policy, I can see there's a general exclusion for damage that happens gradually over time and also wear and tear. Covea has relied on this as well as its contractor's report to decline the claim.

So I've thought about whether Covea acted reasonably by relying on these clauses.

In order for the claim to be paid, Mr S needs to show that the main reason for the damage caused to the wall was a vehicle hitting it. And it wasn't gradual.

Mr J has argued the damage was caused by *"a low speed glancing collision, caused by the bumper/tailgate of a small/medium sized commercial vehicle..."*. I've looked at the photos Mr J provided of the possible impact site on the wall. I've also thought about the likelihood of this happening and if so, the level of damage it would cause.

In the report written by the Council's building control surveyor he says *"...there appears to be a historic problem with the walls along the lane and several have been taken down and re-built in the past."* This shows me it's likely the damage to Mr J's wall is not unique to his property and other houses along the same row have experienced similar problems. This has resulted in their walls having to be taken down, not unlike Mr J's, and rebuilt. So I think this report also adds weight that the damage was caused over time.

From the photos provided of the garden side of the wall, its clear vegetation is growing in the wall. The insurer's contractor also confirmed there was root ingress. Mr J says that no vegetation has grown through the wall but it's clear from the photos he provided and the contractor's report, that vegetation is growing in the wall.

Regarding the report Mr J provided, whilst I acknowledge the stonemason's opinion that the wall had been hit by a lorry, no additional evidence has been provided to support this. I find the contractor's report more persuasive because it provides more detailed information as to why the wall was damaged. I also think the Council's report supports that the wall wasn't damaged by impact from a vehicle.

I'm satisfied that Covea has acted reasonably in refusing Mr J's claim based on the evidence provided to it.

I have noted Mr J's concerns regarding Covea's contractor's qualifications. I have no reason to question the findings of the report. Even if I did disregard this report, I still haven't seen enough persuasive evidence to uphold Mr J's complaint.

This shows me that Covea has acted fairly and reasonably in declining Mr J's claim.

my final decision

For the reasons I've given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 1 December 2019.

Greg Callander
ombudsman