

## **complaint**

Mr and Mrs P are unhappy that Covea Insurance plc (Covea) won't pay for damage to their roof that they say was caused by a storm.

## **background**

I wrote a provisional decision on this case in September 2015 which I've attached.

Mr and Mrs P's representative responded on their behalf saying they didn't have anything further to add.

Covea has explained that the loss adjuster's opinion – and I think it means the second loss adjuster's opinion – was checked by the head loss adjuster. Apparently he thought the site should be inspected but it looks like this didn't happen. But the photos were looked at which led Covea to conclude that the damage wasn't caused by a storm.

It's also questioned why Mr and Mrs P's contractor said the wind 'loosened' the mortar joints but also says the wall is cracked. I think it's saying that this is contradictory.

## **my findings**

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

Covea makes the point itself – it didn't inspect the damage. And it appears to accept that it had the opportunity to do so. This was what I was concerned about when I wrote my provisional decision.

In this case I don't think looking at the photos is much help, given that there is good evidence that the damage couldn't be seen from the ground.

I don't think the apparent contradiction in the contractor's evidence undermines Mr and Mrs P's case. It remains that he saw the damage and thought it was caused by a storm. Covea could have inspected the wall but didn't. I think what Mr and Mrs P have provided is more persuasive. On balance, they have shown that the damage was caused by the storm.

## **my final decision**

For the reasons I've explained I uphold this complaint against Covea Insurance plc. It must pay the claim. It must also add 8% interest on the money it owes, from the date the claim was made until the money is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 13 November 2015.

Michael McMahon  
**ombudsman**

## **copy of Provisional Decision**

### **complaint**

Mr and Mrs P are unhappy that Covea Insurance plc (Covea) won't pay for damage to their roof that they say was caused by a storm.

### **background**

Mr and Mrs P made their claim and a loss adjuster was sent out. She couldn't properly inspect the roof – scaffolding hadn't been put up – but she concluded that Mr and Mrs P had a valid claim. She advised Covea to cover the damage to the roof and also damage to the internal decorations.

When Mr and Mrs P's builder began working on the roof, he found further damage to the gable wall. Mr P says – and I spoke to him about this – that he called the loss adjuster who referred him to the insurer. But it doesn't seem this went any further. The builder urged Mr and Mrs P to let him repair the gable wall because it was dangerous. Mr and Mrs P gave him the go ahead to repair the damage.

Covea sent out another loss adjuster once the work was complete – so he couldn't inspect the actual damage. But he did look at photos taken by the first loss adjuster. He felt that these showed damage to isolated bricks associated with long term frost damage. He implied that the wrong type of bricks had been used in the construction.

Because of this, Covea refused to pay for the damage to the gable wall. It referred to a general policy exclusion that doesn't cover damage caused by wear and tear or anything that happens gradually.

Our adjudicator agreed with Covea. She felt the opinion of the second loss adjuster showed the claim wasn't covered. Because Mr and Mrs P don't agree, the case has been passed to me.

### **my provisional findings**

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

Mr and Mrs P have provided information from their builder. He was very surprised that Covea wouldn't cover the new damage. His opinion is that the damage was due to the high winds.

Balanced against this is the opinion from the second loss adjuster. But he didn't actually inspect the damage. Photos can be useful but I'm concerned about their use in this case.

Mr P has also said to me that he was taken up onto the roof by the builder to see the damage. He says that it couldn't be properly seen from the ground. This is supported by the fact that no damage was observed by the first loss adjuster.

It also seems that Covea – via its loss adjuster at least – was told about the new damage and had an opportunity to inspect it safely. It doesn't seem unreasonable that Mr and Mrs P gave the go ahead to have the repair done when they were told the problem was dangerous.

In the circumstances I think Mr and Mrs P acted reasonably. Their builder told them that the damage was due to a storm and they knew that other damage on the roof was covered by Covea. They were also told that it was dangerous and it seems that they tried to alert Covea via its loss adjuster.

The opinion of the second loss adjuster is based on photos rather than seeing the actual damage in person. I don't think that on this occasion it carries more weight than that of the builder who did see it close up. And apparently the damage was obscured from ground level which puts in question the

usefulness of the photos. Because of this I think that Mr and Mrs P have shown that they have a valid claim.

**my provisional decision**

For the reasons I've explained I'm minded to uphold this complaint against Covea Insurance plc. It must pay the claim. It must also add 8% interest on the money it owes, from the date the claim was made until the money is paid.

Mr and Mrs P and Covea Insurance plc should write to me by 5 October 2015 with any further information they would like me to consider, after which I will send my final decision.

Michael McMahon  
**ombudsman**