

## **complaint**

Mr and Mrs B complain that Covea Insurance plc (Covea) won't pay their claim for damage to their roof, the interior of their property and some contents that they say was caused by a storm.

## **background**

Mr and Mrs B made a claim for damage to their home caused by a leak in the roof. They noticed that the ceiling and walls of a bedroom were bulging because of a leak and think it was because the roof was damaged by high winds and heavy rain in August 2014, although they didn't contact Covea until mid September.

Covea sent a loss adjuster to look at the damage. He said he couldn't see any damage to the roof – although by that time it had already had emergency repairs. He thought the internal damage was long standing rather than as a result of a particular weather incident. He also didn't think there had been a storm in the preceding few weeks, which supported his opinion that the damage had been caused over a period of time.

Covea rejected Mr and Mrs B's claim. Mr and Mrs B don't think that's fair as the loss adjuster didn't go onto the roof to inspect the damage/repairs and Mr B says there were storm conditions – or at least a rainstorm – at the appropriate time.

The adjudicator didn't uphold this complaint as he didn't think Mr B had shown him that there were storm conditions or damage consistent with a storm.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

The first thing I look at in this type of complaint is whether or not there was a storm at the relevant time. This is important because if there was no storm there can't have been any storm damage. In this case there is a dispute over whether or not there was a storm.

I've therefore looked at the evidence provided by both Mr B and Covea about the weather conditions – and also looked at independent weather reports.

It's not necessary for the storm to have been at exactly the same time as the damage – particularly internal damage – was first noticed. It might take some time for rainwater to penetrate internal rooms and the damage to become apparent. Mr B has told us that the damage was first noticed after heavy rain in late August – so I've considered what happened, weather wise, both then and in the preceding month.

### *Damage to the roof*

I can't see any reports that show that a storm occurred in this period. A storm is, in this service's view, normally a combination of high winds and heavy rain. There aren't any reports of winds of that strength during the period. That means I can't consider whether Mr and Mrs B's claim for the roof should succeed as a storm claim.

Even if there had been a storm, my conclusion would be the same. Whilst I accept that Covea's surveyor didn't get onto the roof, I don't think this makes much difference – because Mr B had already had some emergency work done. What that was exactly I'm not sure, as Mr B told the surveyor that it included applying mastic and pushing tiles into place and told us recently that it meant a tarpaulin was thrown over the problem area. Of course it could have been both. The photos from when the surveyor visited don't show that a tarpaulin was still present, so it seems likely Mr B had had at least some additional work done by then.

Mr B's given us a letter from a Mr W – who says the cost of the full repair was £1,200 and that the contractor who did the work thought there was storm damage. But from what Mr B's told us Mr W isn't a builder or roofer, and I can't see anything that persuades me he's qualified to assess the damage. Mr B can't unfortunately give us any information about the exact work that was done to repair the roof and/or any internal damage – so I can't substantiate Mr W's comments any other way.

### *Internal damage*

Although I don't think there were high enough winds for a storm, it's possible that very heavy rainfall could penetrate a roof with some existing problems, even if the roof would be watertight under normal weather conditions. So I've also looked at the rainfall over the same period. From what I've seen, although there had been rain, it wasn't heavy enough for me to say it was a rainstorm. So again I can't conclude that any claim for internal damage should be covered by Mr and Mrs B's insurance.

I also checked to see whether Mr and Mrs B might be able to claim for the internal damage under accidental damage cover, but they don't have this.

Mr and Mrs B do have contents cover within their policy. The definition of contents includes:

*“Household goods, including tenant's interior decorations”* – so I've considered whether Mr and Mrs B could claim for the cost of redecorating. The contents are insured against loss or damage caused by a storm. As I said above, I don't think the weather conditions were bad enough to be a storm, nor can I see any compelling evidence that there was damage likely to be caused by a storm. I can't see any other cover available for Mr and Mrs B.

I realise that Mr and Mrs B will be disappointed with my decision, but in claims such as this it's for the policyholder to show that any damage was caused by an identifiable storm, as opposed to bad weather over a period of time. I don't think Mr B has shown me either that there was a storm or that the damage he reported was linked to a particular incident of very bad weather.

Mr B's also mentioned that the company he bought the insurance through (company D) said he would be covered for storm damage. He's unhappy Covea later said otherwise. But Mr B told us he has other insurance through company D which covered the initial emergency repairs, so he might have thought both claims would be met. In any event, I don't think it's wrong for Covea or company D to say that storm damage is covered, because it most likely would be if the damage had been caused by a storm.

Finally Mr B's told us he's unhappy that Covea didn't look at the whole market and give him a choice of insurers when he bought the policy. That's not something I can comment on in detail, as it doesn't look as though Mr B's made a complaint to Covea about that aspect of the insurance. But I can see that Mr B bought his insurance through a third party. I

understand that company sells a limited number of policies, rather than making recommendations from across the entire market. That's generally acceptable so long as Mr B knew the selection was limited. If Mr B is unhappy about this he could complain to the third party. If he's not happy with the response then he may be able to bring a fresh complaint to this service. Covea, I think, only provided the policy Mr B bought – it didn't sell it directly to him. If it had, I wouldn't expect it to sell anything other than its own policies, although I would expect it to tell Mr B this.

**my final decision**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B to accept or reject my decision before 6 November 2015.

Susan Peters  
**ombudsman**