

The complaint

Mr and Mrs J complain Covea Insurance Plc unfairly declined their home insurance claim.

Covea's been represented by an agent for the claim and complaint. For simplicity I've generally referred to the agents' actions as being Covea's own.

What happened

In January 2023 scaffolding on a neighbouring property fell onto a house Mr and Mrs J own and rent out. It caused damage to various areas of their property. The scaffolding provider's insurer refused to cover the damage - saying there was no evidence of negligence. So Mr and Mrs J claimed against their Covea home insurance policy.

Mr and Mrs J provided a quote for repairs – at around £7,140. Covea decline the claim. It said the loss was 'accidental damage' – but Mr and Mrs J didn't have that cover with their policy. They paid for repairs themselves and complained to Covea in May 2023.

In June 2023 Covea responded to the complaint. It said Mr and Mrs J's policy only covers loss caused by certain insured perils. It said it considered the loss to be 'accidental damage' (AD), but they hadn't taken out that optional peril. Covea said the loss didn't meet the policy requirements for collision or impact damage. It said that peril only covers damage caused by collision by an animal or vehicle. So Covea continued to decline the claim.

Mr and Mrs J weren't satisfied so came to the Financial Ombudsman Service. To resolve their complaint they would like Covea to settle their claim.

Our Investigator was satisfied Mr and Mrs J didn't have AD cover. She agreed the loss didn't meet the policy requirements for two insured perils – firstly impact or collision damage and secondly falling trees, branches, telegraph poles or lamp posts. But she felt storm conditions were the main cause of the damage. So she recommended Covea reconsider the claim under the policy's storm cover – and in line with the remaining terms and conditions.

The Investigator also recommended Covea pay £100 compensation. She felt that was due because it had falsely raised Mr and Mrs J's expectations and caused delay by considering an AD claim when they weren't covered for that peril.

Covea didn't accept the Investigator's recommendations, so the complaint was passed to me to decide.

I issued a provisional decision. As its reasoning forms part of this final response I've copied it in below. In it I explain why I didn't intend to require Covea to reconsider or settle Mr and Mrs J's claim – but did intend to ask it to pay them £100 compensation. I also invited both to provide any further comments or evidence they would like me to consider before issuing this final decision.

what I've provisionally 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr and Mrs J and Covea have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Mr and Mrs J's policy doesn't include optional buildings AD. So Covea's decision not to cover the damage under that peril is fair and reasonable.

The policy covers damage caused by impact or collision by animals or vehicles. Mr and Mrs J say they didn't claim under that peril. However, for completeness – as the damage was caused by falling scaffolding I'm satisfied the loss isn't covered by that peril.

Mr and Mrs J feel the loss is covered by a further peril – loss or damage caused by falling structures. The wording for this cover, from the policy terms I've been provided with, is:

'Loss of damage to the buildings during the period of insurance caused directly by the following events:

12. Falling trees, branches, telegraph poles or lamp-posts.'

The falling item was scaffolding. That isn't one of the four falling items listed. Mr and Mrs J have said the four items listed above are given in the policy as examples – and the peril isn't limited to those four alone. However, the policy I've seen includes the exact wording above. That restricts the cover to the named four items. So I can't say Covea acted unfairly by not paying the claim under this peril. If Mr and Mrs J can provide policy terms that support their interpretation, I will consider them.

Our Investigator recommended Covea deal with the claim under the storm peril. However, I don't intend to require it to do so.

When looking at storm claims this Service considers three issues.

- 1) Did storm conditions occur on or around the date the damage is said to have happened?*
- 2) Is the damage claimed for consistent with that a storm typically causes?*
- 3) Were the storm conditions the main cause of the damage.*

If the answer to any one of these is 'no' we are unlikely to find the insurer should pay the storm claim.

The policy terms don't include a definition of storm. In the absence of one, I've considered this Service's understanding of a storm – we say a storm generally involves violent winds, usually accompanied by rain, hail or snow.

Covea did consider 'storm' as a cause. Its claim notes show it reviewed weather conditions. But didn't find significant storm conditions at the time the damage happened. It hasn't provided any weather reports as evidence.

Mr and Mrs J reported winds exceeding 20 and 30 mph – and possibly gusts higher than that. They said four days before the scaffolding fell, so around 12 or 13 January, there was 24 hours of fairly high winds.

Our Investigator checked weather records for around the date of loss. She said she found winds of 47mph. She said this Service considers that to be storm force winds. But, unfortunately, she didn't check for the actual date and time of loss. The damage happened around 3.00am on 16 January 2023.

I've checked the weather records for the date of loss and the days before. These do show winds of 47mph. However, that was recorded at 6.00am on 14 January 2023 – almost two full days before the damage happened. Records show maximum winds at 45mph around midday on the 15 January. I consider that close to, but not quite storm level winds. And importantly the maximum speed recorded for the day the damage happened is 36mph. That was at 3.00am – so very close to the time of the loss.

So there were storm conditions – but at a time too distant from when the loss or damage happened. After that there were high winds. But not fast enough to be considered 'storm'. And at the time of the loss the recorded winds were significantly below what can fairly be described as storm.

The weather stations providing the reports are local to the property – but not in the exact same location. I haven't been provided with localised conditions or circumstances that persuade me the weather stations don't provide an accurate report of the conditions at Mr and Mrs J's property. I will, though, consider anything further provided in response to this provisional decision.

So I can't say there were storm conditions on or around the date the damage happened. That means I'm also unable to say storm was the main cause of the damage. I realise this will be frustrating for Mr and Mrs J but I don't intend to require Covea to pay the claim under the storm, or any other, peril.

I do intend to require Covea to pay Mr and Mrs J £100 compensation recommended by the Investigator. Its loss adjuster informed them it was requesting authority from Covea to settle their claim. But it was unaware they didn't have optional buildings AD. A week or two later Mr and Mrs J were informed the claim would be declined – as they didn't have the AD cover.

Covea's loss adjuster should have been aware of the cover Mr and Mrs J held. If it had been Mr and Mrs J wouldn't have been falsely led to believe their claim would likely be settled. To make up for the resulting unnecessary disappointment and loss of expectation Covea will need to pay £100 compensation.

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.

Neither Mr and Mrs J nor Covea provided a response to my provisional decision. So I haven't been provided with a reason to depart from the outcome I proposed in my provisional decision. That means I'm not going to require Covea to reconsider or settle the claim – but I will require it to pay Mr and Mrs J £100 compensation.

My final decision

For the reasons given above, I don't require Covea Insurance Plc to reconsider or settle Mr and Mrs J's claim – but it will need to pay them £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 20 June 2024.

Daniel Martin
Ombudsman