

The complaint

Mrs G has complained that Covea Insurance plc (Covea) unfairly declined a claim for storm damage under her home insurance policy.

What happened

Mrs G contacted Covea to make a claim for storm damage. Covea reviewed the claim and closed it because it said the wind speed didn't meet the storm definition in the policy wording.

When Mrs G complained, Covea maintained its decision to decline the claim. So, Mrs G complained to this Service. Our Investigator upheld the complaint. He said Covea hadn't fairly declined the claim. Although the windspeeds didn't meet the policy definition for a storm, they met the general definition for a storm, which was enough to cause damage and the windspeed difference was minimal. The weather station was also nine miles away and Mrs G's property was in an exposed area. Mrs G's roofing expert also supported the claim. Our Investigator said it wasn't fair to rely on the policy definition. So, Covea should reconsider the claim under the remaining policy terms and pay £100 compensation.

Covea disagreed. It said the weather was accurate to 0.7km. It said lead flashing should withstand weather conditions and was expected to last over 100 years, with maintenance when required. Photos showed that the chimney needed maintenance as there was quite a bit of missing mortar. So, the complaint was referred to me for a decision.

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.

The policy said the minimum windspeed for a storm was 55mph. I've looked at the weather data local to where Mrs G lives. I checked two different weather databases, including the one Covea uses to look at weather conditions. This showed the maximum windspeed at the closest weather station, 11 miles away, was 53mph and at the next closest weather station, 19 miles away, was 56mph. So, the closest weather station didn't quite meet Covea's threshold of 55mph but the next closest weather station did. Mrs G has also explained how exposed where she lives is and provided a photo to show this. The windspeeds identified are also ones that can cause structural damage to properties. I'm also mindful that Mrs G's roofer assessed that the lead flashing to the chimney stack had been torn away due to the high winds.

I'm aware Covea has said the accuracy of the weather database it uses means it should be relied on to show there weren't storm conditions. However, taking all the evidence into account, on balance, I'm persuaded it's reasonable to decide that the windspeeds local to Mrs G's property were storm force.

I'm also aware Covea has raised concerns with this Service about the pre-existing condition of the chimney. But when Covea declined the claim, it did so based on whether there were

storm conditions. So, I've looked at whether it was reasonable for it to decline it on that basis. Having done so, I think Covea should reconsider the claim under the remaining terms of the policy and on the basis that there was a storm. My decision doesn't prevent it from considering the claim in its usual way. I also think it should pay Mrs G £100 compensation to recognise the impact on her because of the way it has handled this claim.

Putting things right

Covea should reconsider the claim based on the remaining terms and conditions of the policy, and on the basis that there was a storm, and pay Mrs G £100 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Covea Insurance plc to:

- reconsider the claim based on the remaining terms and conditions of the policy and on the basis that there was a storm.
- pay Mrs G £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 12 September 2024.

Louise O'Sullivan
Ombudsman