

The complaint

Mr N has complained about the way Covea Insurance plc ('Covea') has handled a claim he made under his buildings insurance policy for damage to his property caused by a storm.

What happened

Mr N told us that in December 2022, after opening a French door in his living room, the wind caught the door and swung it open, damaging the hinges.

A few weeks later he could see the wooden floor under the French doors had discoloured and smelt damp. He said it looked like the floor had slightly lifted and he noticed a gap at the top and bottom of the French doors.

Mr N notified Covea of his claim and provided it with photos and quotations for repair. Covea paid Mr N's claim in relation to the door but declined to cover the damage to the floor on the basis that it was caused by wear and tear and hadn't been damaged by the storm.

Unhappy with the claim decision, Mr N complained to Covea and received its response not upholding the complaint on 9 June 2023.

Mr N then referred his complaint to this service and one of our investigators looked into what had happened. On 14 July 2023, she issued a view also not upholding the complaint. Mr N then requested an ombudsman's decision on the complaint.

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.

Having done so, I've come to the same conclusion as our investigator. I'll explain why.

Mr N is unhappy that Covea accepted his claim for damage to his French door, caused by the storm, but didn't accept his claim for damage to the surrounding floor.

So, I've considered the claims decision reached by Covea to see whether it was made in accordance with the policy terms and conditions and was fair and reasonable in the circumstances.

When our service considers complaints about claims for storm damage, we ask ourselves three questions. Unless the answer to all three questions is yes, it's likely that the claim wouldn't succeed. The three questions we ask are:

- Were there storm conditions on or around the date of reported damage?
- Is the damage reported consistent with damage typically caused by a storm?
- Were the storm conditions the main cause of damage?

I've next gone on to consider each of these questions in turn.

Were there storm conditions?

On its complaint investigation form, Covea noted a local windstorm with maximum gusts of 41 mph, on Monday 19 December 2022. So, it's accepted that there were storm conditions around the date of the reported damage.

Is the damage consistent with storm damage?

The damage in this case, that is, of French door hinges being bent, and water subsequently ingressing into the property is consistent with damage typically caused by storm force winds.

Was the storm the main cause of damage?

Mr N says that a few weeks after the storm occurred, he noticed the wooden floor under the doors was discoloured, he could smell damp and the floor seemed like it was slightly lifting.

Due to the potential cost of replacing the flooring, Covea sent its loss adjuster to the property to validate the claim. In the subsequent report, the loss adjuster said the damage to the floor in front of the doors was due to wear and tear and there was nothing to suggest that water had ingressed through the frame. The report noted that there was crowning to the area, but it said that wasn't as a result of a recent one-off issue. In addition, the report said the top veneer of the oak had become detached and there was a gap on the frame due to missing silicone, unrelated to storm damage.

Mr N said that as Covea had accepted the claim in relation to the door, it also was obliged to accept the claim for the damage to the floor, which he believed was connected.

I've carefully considered all of the available evidence in coming to my decision on this complaint. On the one hand Mr N says the floor damage only became apparent a short time after the storm had occurred. On the other hand, Covea have provided its loss adjusters' technical report in support of its view that the damage was caused by fair wear and tear.

Where the evidence is inconsistent or contradictory, as it is here, I make my decision based on the balance of probabilities, that is, what I think more likely than not, happened, given the available evidence and surrounding circumstances.

Under paragraph 3 of section 14 of Mr B's policy, it explains Covea will not pay for: '*Any loss, damage or liability arising from wear and tear or damage that happens gradually over time*'.

Having carefully considered the available evidence, I think it more likely than not, that the damage to the floor near the French doors was caused by gradual wear and tear. So, Covea has acted within the policy terms and conditions and has fairly declined Mr N's claim. I therefore do not uphold this complaint.

My final decision

For the reasons given in this final decision, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 18 October 2023.

Carolyn Harwood
Ombudsman