

The complaint

Mr and Mrs L are unhappy that Covea Insurance plc declined their claim for storm damage.

Mr and Mrs L had buildings insurance underwritten by Covea for their rental property. The policy was in joint names but, for ease of reading, I'll refer mainly to Mr L throughout my decision.

What happened

Mr L claimed under the buildings policy after a retaining garden wall at his rental property collapsed during poor weather. He believed the damage was caused by storm conditions and provided Covea with a structural engineer's report to support his claim.

Covea assessed the damage, but it didn't agree there'd been a storm which would've caused the damage. Its engineer's report said the damage was caused mainly by gradual build-up of pressure behind the wall. Covea declined Mr L's claim under the policy exclusion of gradually operating causes.

Mr L complained to Covea, and brought his complaint to us after it issued a final response maintaining its decision to decline the claim.

Our investigator didn't think the weather reports showed evidence of a wet storm. Nevertheless, she looked at whether the damage was likely to have been caused by a one-off insured peril based on the expert reports provided. Having done so, our investigator didn't think Mr L had provided sufficient evidence to show a storm caused the damage. Our investigator thought Covea had reasonably declined the claim for the reasons it gave.

Mr L didn't agree. He didn't think it was reasonable to use weather data from stations miles away from the property. He also said the wall was constructed with drainage and he believed the claim should be accepted.

The complaint was passed to me to decide.

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.

While I understand this will be disappointing to Mr and Mrs L, I've decided not to uphold their complaint. I'll explain.

Both parties are aware of the three questions we ask when deciding complaints of this nature, and that the answer to all three questions must be "yes" for a claim to succeed.

Was there a storm?

The weather data Covea provided shows a dry storm – high winds – but no evidence of heavy rainfall which would meet the policy definition of a storm. Mr L provided evidence of

heavy rainfall during one hour leading up to the wall collapse. While there's some dispute about the weather conditions at the time of the damage, I accept that where the data is recorded some distance from the property, and without taking into consideration the precise location of the property, there may well be differences between the weather reported and that experienced. So, for the purposes of my decision, I'm accepting that there was a storm.

Is the damage typical of that caused by a storm?

It's reasonable to say that garden walls can be damaged during a storm. Therefore, I think it's fair to accept the possibility that the damage was caused by a storm.

Was the damage caused wholly or mainly by the storm?

Turning to this final question, it's Mr L's responsibility to show that his garden wall collapsed because of the storm. If Covea disagrees, it must show that a policy exclusion applies.

Covea declined Mr L's claim for the following reason:

the retaining wall collapsed due to hydrostatic pressure on the wall caused by a gradual build-up of water ingress over a period of time in the soil strata.

Mr L provided a structural engineer report to support his claim. However, Covea pointed out that it said the following:

the new wall design should allow for good drainage to prevent the build-up of forces behind the wall

Covea said this statement supported its view that the cause of damage was a build-up of pressure, therefore not a one-off event.

I've looked at Mr L's report, but I can't reasonably say it confirms that a single storm event caused the wall to collapse:

The retaining wall supporting the driveway has collapsed after heavy rain caused additional hydrostatic pressure on the wall.

The use of the word "additional" suggests to me that heavy rain simply set in motion the chain of events caused by pressure which had built up over time – that is, a gradually operating cause. Therefore, the report doesn't confirm that a one-off storm event caused the damage.

I've considered the rest of Mr L's report. The comments are mainly about what the soil and tarmac looked like and how the replacement wall should be constructed. I can't reasonably say that the report reaches a conclusion about these observations which indicate a single storm event caused the wall to collapse.

Covea relied on the policy exclusion for wear and tear – anything that happens gradually. Here, that was the build-up of hydrostatic pressure over time. I'm not persuaded that Mr L has shown that the damage was caused by an insured peril. So, based on the evidence, I'm satisfied that Covea declined the claim fairly, in line with the policy and for the reason it gave.

I understand Mr L doesn't think Covea examined all insured perils. Covea considered Mr L's claim under the storm condition in line with his report of the damage. It also considered accidental damage, but there was no cover under the policy. It's not clear what other peril Mr

L thinks Covea should've considered, but I note he maintains that the wall collapsed due to a substantial build-up of water behind the wall whether it was gradual or not.

I don't think there's any dispute that a build-up of water caused the damage. The issue is that the policy doesn't provide cover unless the damage was caused by a one-off insured event. In the absence of persuasive evidence to support that, I see no reason to require Covea to reconsider the claim.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 9 November 2023.

Debra Vaughan
Ombudsman