

The complaint

Mr B complains on behalf of a limited company, K, that Covea Insurance plc declined a claim he made on K's buildings insurance policy for damage.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr B got in touch with Covea following bad weather in December 2022. He said storms had damaged the roof and caused a leak internally.
- Covea accepted and settled the cost of putting right the internal damage. But it declined the external damage because it said this had been caused by poor workmanship when artificial turf had been installed.
- Mr B didn't think this was fair. He said the building had only been built in 2017 and the leak only occurred during storms, so he didn't think poor workmanship was the cause of the damage. He also questioned whether the artificial turf was the cause.
- Our investigator thought Covea had acted fairly. He said Covea was entitled to rely on the report which said the artificial turf had caused the external damage. And whilst water had entered during bad weather, the rainfall hadn't caused the roof damage.
- Mr B disagreed and asked for the matter to be passed to an Ombudsman.

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 covers damage to the building, subject to a number of terms and conditions.
- The internal damage has been covered in full, so it's not in dispute and I don't need to consider it further. I'll focus on what's in dispute – the external damage.
- In its final response, Covea relied on one term to decline the claim which says, in summary, that accidental damage isn't covered if it was caused by 'faulty or defective workmanship'. It thought this position was supported by the professional report.
- The only professional opinion I've seen is the report which says it believes the external problem was caused by the waterproof membrane being cut during the installation of artificial turf. It also said the artificial turf was acting as a sponge.
- I note the report writer wasn't certain of their opinion – they merely 'believed' this was the cause. However, they said their opinion was reached after 'extensive examination

and consultation with the architect who oversaw the original build'. So, their opinion seems to have been thoroughly considered and based on investigation. And they didn't suggest any alternative causes. Whilst Mr B has questioned this cause, I haven't seen any other professional opinion to challenge this one.

- The report says the leak 'originated' following extensive storms and torrential rain. I don't think that necessarily means the rainfall caused the external damage, only that it caused the internal leak and highlighted the external problem. If the writer had thought the impact of the rainfall was the cause of the external damage, I expect they would have said so. But they didn't.
- Overall, I'm satisfied the evidence shows the damage was likely caused by faulty or defective workmanship, and so the policy term Covea relied upon applies. However, it only applies to the section of the policy it's contained within, which is accidental damage cover.
- So, if the damage was caused in any other way covered by the policy, Covea may need to consider things further.
- The only other relevant cause I can see is storm, given what Mr B and the report writer have said about bad weather at the time the leak was noticed.
- I've looked at weather records from the relevant time and they don't show sufficient rainfall such that I would consider it to be storm intensity. There were some stronger winds towards the end of December 2022 that I might consider to be storm intensity.
- However, even if there were storm strength winds and/or rainfall at the relevant time, there's no evidence to suggest either of these things caused the external damage. The only evidence about the cause says the waterproof membrane was cut whilst the artificial turf was installed. So I don't think the weather can reasonably be held responsible for the damage, even if it was bad enough to be considered as a storm.
- All things considered, I'm satisfied it was reasonable for Covea to decline the claim. So I won't be telling it to take any further action.
- Mr B is entitled to take professional advice and share it with Covea if he wishes, in which case I would expect Covea to consider things further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask K to accept or reject my decision before 23 April 2024.

James Neville
Ombudsman