

The complaint

Mr and Mrs S have complained about Ageas Insurance Limited's decision to decline a claim they made under their home and buildings insurance policy for storm damage.

What happened

Mr and Mrs S made a claim to Ageas for storm damage. They reported that heavy rainfall in May 2021 caused water to ingress and damage to flooring in their home.

Ageas instructed a Loss Adjuster to inspect the damage. In June 2021 the LA said the damage had been caused by a pre-existing issue. They said there wasn't suitable drainage outside the property to prevent water from coming in. They recommended Mr and Mrs S have a drain put at the front of the property to prevent future damage.

Ageas accepted that storm conditions had occurred. But it declined Mr and Mrs S's claim as it said the storm had highlighted a pre-existing issue. Damage caused in these circumstances was excluded from cover under the policy.

Mr and Mrs S complained to Ageas about its decision. But Ageas didn't uphold their complaint. So Mr and Mrs S asked us to look at things for them. They told us that there have been several bouts of heavy rainfall since and no further damage has occurred. They say this demonstrates that it was a 'one off' event as a result of torrential rain.

Our Investigator recommended the complaint should be upheld. She didn't think it fair for Ageas to decline the claim due to a lack of drainage. Mr S told us the property had been built circa 1780. There was no evidence of previous damage while Mr and Mrs S had lived there for nine years.

The Investigator didn't recommend Ageas meet the costs of installing a drain to the front of the property. But she recommended Ageas meet the costs of repairs to the flooring and inside the home in line with the terms and conditions of dealing with a valid claim. If Mr and Mrs S had already paid for these repairs – subject to proof – the Investigator recommended Ageas reimburse them for the costs under the claim and pay interest at a rate of 8% simple interest a year.

Ageas didn't agree. It says storm conditions didn't occur and so its decision to decline the claim is fair.

Mr and Mrs S accepted the Investigator's recommendations.

As Ageas didn't agree the case has been 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.

Ageas accepted that storm conditions occurred when it arranged for a LA to inspect Mr and Mrs S's home. And it accepted the same when it responded to Mr and Mrs S's complaint. So it isn't reasonable for Ageas to now change its position and rely on the storm conditions definition not being met as a reason to decline the claim.

The LA's findings were as follows:

"We are unsure as to how the damage occurred; the ingress of water usually occurs following a heavy downpour of rain which suggests a poor soakaway to the external front and in our opinion gravel should not have been used to the front of the property between the sloped driveway and the external brick work, therefore, we would recommend an aco drain be installed along the front to prevent this from happening in the future. There is no insured peril we can associate to this claim."

The heavy downpour of rain has merely highlighted a pre-existing problem."

I don't think it reasonable for Ageas to decline the claim for the reasons given by the LA. The LA isn't sure of how the damage occurred. And their recommendation involve works that would not have been a regulation for the property when it was built. I don't think it's Ageas' responsibility to pay for the recommended drainage works – which I understand Mr and Mrs S intends to arrange privately as a preventative measure – as this may amount to betterment. But I think a reasonable outcome is for Ageas to meet the claim for storm damage to the home under the remaining terms and conditions.

If Mr and Mrs S have already paid for repairs, I think Ageas should reimburse them for the costs (subject to proof) and pay interest at a rate of 8% simple interest a year. Ageas is entitled to deduct the excess due under the claim in line with the policy terms.

My final decision

My final decision is that I uphold the complaint. I require Ageas Insurance Limited to do the following:

- Meet Mr and Mrs S's claim for storm damage to their property - excluding the costs to add new drainage - in line with the remaining terms and conditions of the policy.
- If applicable, reimburse them for the reasonable costs of repairs to their home for incident related damage subject to proof.
- If applicable, pay interest on the reimbursed amount at a rate of 8% simple interest a year from the date Mr and Mrs S paid to the date Ageas reimburses them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 22 June 2022.

Geraldine Newbold
Ombudsman