

The complaint

Mr and Mrs W complain that Ageas Insurance Limited declined their claim on their home insurance.

Mr and Mrs W have been represented by their son throughout this complaint. However for ease of reading I've just referred to Mr and Mrs W. But all references include the actions of their representative.

What happened

Mr and Mrs W had home insurance with Ageas. In August 2020 they made a claim after a ceiling collapsed and let water into the property following some bad weather. Ageas sent out an expert who concluded the damage was due to dislodged tiles on the roof that had let water in. It eventually declined the claim for the damaged roof as it said the damage was due to wear and tear and not because of a storm event. However it said the internal damage would be covered under the accidental damage cover in the policy and offered a cash settlement for this.

However Mr and Mrs W weren't happy with this. They declined the offer and made a complaint. Ageas maintained its position on the claim, but offered £150 compensation to make up for poor service it had provided.

Mr and Mrs W didn't think this was fair as they said there was a big storm in the days leading up to the damage to the roof and thought this was the cause. They brought the complaint to this service.

Our investigator considered everything and recommended the complaint be upheld. She said that there had been a named storm in the area of Mr and Mrs W's property at the time of the damage so she was satisfied there'd been a storm event. And she thought the damage was caused by the storm. So thought cover should be provided under the policy. She said Ageas should pay for the repair and drying costs covered under the policy and pay 8% interest on these amounts to make up for the delay in settling the claim. She also thought Ageas should pay a total of £500 compensation to make up for the distress and inconvenience it's caused.

Mr and Mrs W accepted this outcome. However Ageas didn't. It said that it didn't agree the weather conditions in the area of the property met those required for a storm. It asked for the complaint to be reviewed by 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.

When deciding whether an insurer acted fairly by declining a claim for storm damage, we consider three questions. Firstly, whether there is evidence there were storm conditions at the time the damage was caused. Next, whether the damage is consistent with storm damage and lastly whether the storm was the main reason for the damage. If we're satisfied that the answer to all three questions is 'yes' then we would say the insurer wasn't fair to decline the claim under storm cover.

To consider the first question, I have looked at weather reports in the days leading up to the damage. This was around 28 August 2020. So I've checked weather reports from around this time. Although there were stronger winds reported in the area of the property on this day and a few days before, these only reached around 41mph. At this service we would usually only consider speeds over around 47mph to constitute a storm.

However Mr and Mrs W have said there were weather warnings in place at the time due to two named storms that affected most parts of the UK, including the area of the property. I've looked at the media reports from national and local newspapers at the time and I can see there was a sustained period of severe bad weather across the UK. As well as specifically in the area Mr and Mrs W live. So while we wouldn't usually consider the wind speeds great enough to constitute a storm, I agree there was a period of bad weather during that time that was widely reported as causing heavy rain and wind. So I am satisfied there was weather around the time of the damage that constituted a storm.

I have therefore moved on to consider the next question – whether the damage is consistent with storm damage. I've looked at the reports provided from both sides and it seems the internal damage was caused by tiles dislodging from the roof. This is damage that is common when there is a storm, so I'm satisfied that it's consistent with storm damage.

The final question I need to consider is whether it was the storm that was the main cause of the damage. Sometimes, while a storm may appear to cause damage to a property, it is actually only highlighting damage that already existed. For example where roof tiles have been poorly maintained, they'd be very easily impacted by a storm. So in that case we'd say the main cause was the poor maintenance and not the storm.

I've looked at both reports to determine the most likely root cause of the damage. While Ageas' report concludes that the damage is due to wear and tear, both reports comment that the roof is in a generally good condition apart from the recent damage. Further, Ageas conclude that the cause is wear and tear because the felt that sits below the roof was torn with parts missing. However from the photos and comments, it seems the rest of the felt below the roof is in tact and in good condition. The tearing of the felt is in line with what I'd expect to see where water has entered the building and has been gathering in that area, before breaking through the ceiling. So I don't agree this shows there were underlying problems or that the damage was due to wear and tear.

Based on this, I think it's more likely that the storm was the main cause of the damage to the roof and the felt lining below, rather than wear and tear. Therefore as I am persuaded the answer to all three questions is 'yes', I don't think Ageas has acted fairly by declining Mr and Mrs W's claim.

Putting things right

For this reason, I agree with our investigator that Ageas should cover Mr and Mrs W's costs for the repairs to the roof and the damage caused by the water. This includes drying costs and any other claim related damage to the building and contents of the property.

I also agree that it should pay 8% interest on the amount paid from the date of the original claim decision, until the date the claim is settled, to make up for the time Mr and Mrs W have been without the funds they are entitled to under the policy. This should exclude the amount offered under the accidental damage claim, as this was originally turned down by Mr and Mrs W so it wouldn't be fair to say they've been unfairly deprived of these funds.

I have also considered the impact the claim, and its original decline, has had on Mr and Mrs W. They've explained that they both suffer from medical conditions that require significant levels of care and medical support. And they've said that the guest bedroom, that was affected by the storm, was where they kept their medical supplies and was where their son would sleep when he stayed over to care for them. The claim was originally made two years ago. And Mr and Mrs W have had to go to significant lengths in that time to provide evidence to prove their claim, while dealing with the damage that had been caused. From their account, I understand this has been both distressing and inconvenient. For these reasons I agree with our investigator that Ageas should pay an additional £350 compensation on top of what they've already offered. Bringing the total to £500.

My final decision

For the reasons I've given, I uphold Mr and Mrs W's complaint. I direct Ageas Insurance Limited to:

- Cover Mr and Mrs W's claim for storm damage and pay costs for repairs to the damaged roof, buildings and contents and drying costs, inline with the remaining policy terms and limits.
- Pay 8% simple interest on this amount, with the exception of the amount offered for the internal damage that was declined, this should be paid without interest added.
- Pay a total of £500 compensation, including the £150 already offered.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 16 September 2022.

Sophie Goodyear
Ombudsman