

The complaint

Mr and Mrs H complain that Ageas Insurance Limited (Ageas) unfairly declined their claim for damage to their roof under their home insurance policy. They also complain about the poor service they received and the lack of communication during the claim process.

Mr and Mrs H's complaint is Ageas' responsibility. But other parties were involved in their claim. I've only referred to Ageas in my decision.

What happened

Mr and Mrs H had buildings and contents insurance with Ageas. On 2 March 2022, they reported a claim for storm damage to Ageas.

Ageas said they looked at the weather data around the date of loss Mr and Mrs H had provided. And as the weather conditions were sufficient to potentially cause damage, they appointed surveyor to assess and validate the damage on their behalf.

Mr and Mrs H contacted Ageas again on 8 March 2022. Ageas' surveyor hadn't contacted them yet. They were concerned about further damage from future rain. And asked for Ageas' permission to instruct their own contractor to mitigate further damage.

Mr and Mrs H didn't immediately hear from Ageas, so on 9 March 2022, they wrote to them again to tell them they'd instructed a contractor to attend their property so that mitigating steps could be taken to prevent further damage. They told Ageas that this hadn't been possible. They also said that as further heavy rain was forecast, it was important that action be taken soon to resolve the leak.

On 10 March 2022, Ageas contacted their surveyor and asked them to get in touch with Mr and Mrs H as soon as possible.

Ageas' surveyor attended Mr and Mrs H's property to assess the damage. Their report noted that Mr and Mrs H told them that rain had come into their bathroom due to the storm conditions. It also said that the roof showed no damage when viewed from the ground. But that further investigation would be needed to see if there were any cracked tiles. The report also included photos of the roof showing solar panels. The surveyor reported that the cause of the damage needed further investigation. And concluded that the claim had been declined.

On 16 March 2022, Ageas wrote to Mr and Mrs H after their surveyor had assessed the damage. They said that the surveyor had found no sign of storm damage to the roof of the property. And therefore the claim couldn't be accepted. They told Mr and Mrs H that if they still believe there was storm damage to their roof, they should ask a contractor to provide a quote, along with photos of the damage, so that they could reassess the claim.

Mr and Mrs H replied to Ageas. They said that the surveyor had been unable to view the roof - other than by photo - during his inspection. And that he hadn't accessed the loft space. They said that his inspection hadn't identified the cause, or the extent of the damage. And

that all it had done was confirm that the roof tiles remained on the roof. They said that - in order to reduce the risk of further damage - they'd arranged for a contractor to inspect the roof and provide a report on the damage. And that this assessment had revealed that the leak had been caused by a broken tile and/or dislodging of, or breaking a solar panel fixing.

Mr and Mrs H felt that their own contractor's inspection had revealed that they had suffered damage following the storm. And therefore asked for the required work to be covered under their insurance. They said that in order to prevent further damage, they would arrange for the work to be carried out, but that they expected full compensation for costs. Mr and Mrs H provided further information about the cause of the damage in their 5 April 2022 email to Ageas.

On 12 April 2022, Ageas declined the claim. They said that the cause of the damage was poor workmanship, which wasn't covered by the policy. They advised Mr and Mrs H to claim the repair costs from the original contractors who had broken the tile.

Mr and Mrs H told Ageas that it wasn't possible to claim the repair costs from the original contractor, as that company no longer traded. They felt that the damage had arisen due to a storm, and that Ageas had accepted the claim on that basis.

I understand that Ageas didn't reply to Mr and Mrs H. So they brought their complaint to this service in May 2022. They said they weren't aware of the broken and repaired tile as it was hidden under a solar panel. They wanted us to consider the following three main issues:

- whether Ageas' declination of the claim due to bad workmanship was fair.
- the poor service they felt the surveyor had provided when they'd failed to establish the cause of the roof leak.
- whether Ageas had acted reasonably and professionally in failing to oversee the surveyor, or to properly manage the claim.

To resolve their complaint, Mr and Mrs H wanted Ageas to accept and pay their claim.

Mr and Mrs H also complained to Ageas. They were unhappy about their decision to decline the claim. They were also unhappy with the quality of the inspection and the lack of communication, including their difficulty in being able to get through on the phone.

Ageas issued their final response on the complaint on 1 June 2022. They noted that storm conditions were present at the time of the damage, so said they'd appointed surveyors to assess and validate the damage on their behalf. They maintained that they'd been correct to decline the claim on the basis of the poor workmanship Mr and Mrs H's own assessment of the damage had identified.

Ageas also said that their surveyor had confirmed that the inspection had been conducted appropriately and to their usual standard. They apologised for the lack of communication. But said that they'd been inundated with higher than usual claims which had created a backlog, and that on occasion service levels had been breached.

Mr and Mrs H felt that their roof damage had occurred because of a storm. And that this had led to water ingress and the requirement for urgent repairs. They felt that the surveyor Ageas had instructed had carried out a substandard inspection and had failed to identify the cause of the problem. They also felt that Ageas had failed to ensure that the surveyor was suitably prepared to do the job required. And that they'd failed to monitor the performance of the surveyor following the inspection. Mr and Mrs H felt that Ageas hadn't fully investigated their

complaint in that regard. They thought that the surveyor had unfairly rejected their claim without the further assessment it needed being carried out. They felt that Ageas had unfairly left the assessment and resolution of the problem causing the leak with them.

Mr and Mrs H also questioned whether their subsequent assessment of how the leak had arisen fairly amounted to “poor workmanship”. They felt that all parties Ageas had involved in their claim had provided poor service.

Ageas asked their surveyor if they were able to confirm their declination of Mr and Mrs H’s claim. They confirmed that they had had. They said that they had upheld Mr and Mrs H’s complaint in respect of the lack of communication and delays connected to the claim.

Our investigator considered the complaint, but didn’t think it should be upheld. She didn’t think that a storm had caused the damage. And she felt that the poor workmanship exclusion had been fairly applied. She also didn’t consider that it was unreasonable that Mr and Mrs H had been required to establish the cause of the damage. Our investigator felt that Ageas could’ve provided better service during the claim. But didn’t think that had affected the claim outcome, or caused Mr and Mrs H to lose out. She also explained to Mr and Mrs H that, although they felt that Ageas should’ve overseen the surveyor to ensure the claim was handled properly, this wasn’t something we expected insurers to do. And that instead, we would hold Ageas responsible for any action their surveyor had taken on their behalf.

Mr and Mrs H didn’t agree with our investigator. They made the following additional points:

- Ageas seemed to be keen to refer the complaint to this service. They felt this showed that Ageas felt we would exonerate them from any liability or criticism.
- They felt that this service allowed insurance companies to operate without due regard to customer expectations, customer service, or acceptable operational standards. And also to construct terms and conditions prejudicial to those who pay for the expected cover. They felt that this service seemed to be happy for Ageas to continue operations without any guidance, condemnation, corrections, or requirement to improve. Our investigator explained to Mr and Mrs H what the role of this service was. And that we don’t have the powers to make recommendations for a business to change their overall approach to the service they offer. Those powers are held by the regulator, the FCA.
- They felt that in dismissing the delays they considered the surveyor and Ageas had caused, our investigator hadn’t considered the potential that additional damage might’ve been caused. Mr and Mrs H felt that this was an inexcusable argument that absolved insurers from acting in a timely manner.
- Mr and Mrs H felt that the repaired tile had been satisfactory for six and a half years. And that the storm had caused it to fail. They didn’t agree that the damage wasn’t caused by the storm. And felt that their claim should be covered under the terms of their policy.

As agreement couldn’t be reached, the complaint has come to me for a final review.

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’m not going to uphold it. I’ll explain why.

Mr and Mrs H clearly feel very strongly about their complaint and have provided a lot of detailed points. I haven't commented on every point they raised in my decision, but I've thoroughly read and considered all of their arguments, and those of Ageas.

For any insurance claim to be successful, the policyholder must establish that they have a valid claim. In essence, the policyholder must show that an insured event occurred which caused damage or a loss. It's not for the insurer to establish the claim on the policyholder's behalf. If the policyholder is unable to meet this requirement the claim will fail at that stage. It is only once the policyholder has established a valid claim that the insurer is required to demonstrate that a policy exclusion applies to defeat it. Therefore, until and unless Mr and Mrs H have established a valid claim, it isn't Ageas' responsibility to establish what caused the leak.

Mr and Mrs H's policy provided cover for damage caused to their property by a range of insured events. The events were listed in the policy and are commonly found in most policies on the market. Examples included flood, fire and storm.

The cost of repairing the leak isn't covered by the policy simply because it was damaged whilst the policy was in existence. It's only covered if Mr and Mrs H can show that it was damaged by an insured event.

Mr and Mrs H felt that the leak occurred because of the storm conditions. Ageas agreed that storm conditions had been present. Because of this, they sent their surveyor to assess whether the storm conditions had been the main cause of the damage reported under the claim.

The surveyor found no evidence of damage consistent with that a storm would cause. And didn't identify the cause of the leak. Mr and Mrs H complain that he should've identified the cause of the leak. They don't feel that his assessment was carried out appropriately. They feel that Ageas and the surveyor left them to work out what the problem was. I agree this was the case. But, as I noted earlier, it was Mr and Mrs H's responsibility to show that an insured event caused the damage. Ageas sent their surveyor to assess the damage because they agreed that storm conditions had been present. But when their surveyor found no evidence of missing tiles, or other damage he would expect to see after a storm, he felt the claim should be declined. I don't consider this was unreasonable, as there was no obvious evidence that the storm had caused the leak. And as I noted earlier, it wasn't Ageas's responsibility to establish the claim on Mr and Mrs H's behalf.

After their contractor assessed the cause of the leak, Mr and Mrs H were able to confirm that a roof tile had been broken and then repaired by a previous contractor, when solar panels were being fitted to their roof. They told Ageas, who then declined the claim on the basis of poor workmanship.

Mr and Mrs H felt that the repaired roof tile only failed due to the storm. They felt that the repaired tile had been satisfactory for six and a half years. Therefore they consider that their claim should still be paid. But I'm not satisfied that they've provided any evidence that the storm was the predominant cause of the leak. I acknowledge that Mr and Mrs H don't agree, but I'm of the view that the tile wouldn't have failed in the storm if it hadn't already been broken and then repaired. It seems most likely from the evidence provided that the storm conditions merely highlighted an existing problem with the tile, rather than being the dominant cause of the damage. I therefore conclude that Mr and Mrs H haven't satisfactorily established that the damage they claimed for was caused by an insured event.

The policy terms and conditions state the following:

Storm

What's not covered

We won't pay for rain or water damage to the inside of your buildings if the water gets into your house as a result of poor workmanship, bad design or wear and tear.

Given the statement in the terms and conditions, I consider that Ageas acted fairly, and in line with the terms and conditions, when they declined to cover the damage from the leak on the basis of poor workmanship.

I next considered the service Ageas provided to Mr and Mrs H during the course of their claim.

Mr and Mrs H have told this service about repeated long waits to contact Ageas by phone. And a lack of urgency in progressing the claim. They said that Ageas made no attempt to urgently assess the damage to their roof, which they felt could've got worse with future bad weather. I acknowledge that this would've been worrying and frustrating.

From what I've seen, there was some delay to the claim. And Mr and Mrs H weren't kept updated in the way I would've expected, so they had to chase for updates. Ageas have apologised for this. And explained that they sometimes failed to meet their service standards due to the volume of claims at the time.

I've carefully considered if an apology was enough in these circumstances. I appreciate that Mr and Mrs H were inconvenienced. But, the delay didn't affect the outcome of the claim, which I consider was fairly declined, two weeks after it was first reported. Nor did the delay cause Mr and Mrs H to incur costs that they wouldn't otherwise have incurred.

Mr and Mrs H felt that they were unfairly left to work out what had caused the leak. But they were required, under the terms of their policy, to do this. And Ageas fairly offered to reconsider the claim if and when Mr and Mrs H had established the cause of the leak.

Ageas did reconsider the claim after Mr and Mrs H's contractor had assessed the cause of the damage. But as that assessment revealed that a repaired tile was most likely the cause of the damage, they fairly declined the claim on the basis of poor workmanship, which isn't covered under the policy. It should be noted that most, if not all, insurance policies include the same exclusion. So I consider it a reasonable one.

I acknowledge that Mr and Mrs H felt that any delay from Ageas could've led to further damage. But in my view, Mr and Mrs H had misunderstood that their claim would be fully covered when Ageas first responded to their claim. Ageas had at that point only accepted that there had been a storm, not that it had caused the damage being reported. From what I've seen, this led to Mr and Mrs H's expectation that Ageas were responsible for both the current damage and any future damage. But the evidence showed that this wasn't the case, as the damage had been caused by poor workmanship.

As Ageas weren't responsible for the initial damage, they weren't responsible for any further damage. They gave their decision to decline to Mr and Mrs H in two weeks, which I consider is a reasonable timeframe. Overall, I'm satisfied that the delays didn't cause Mr and Mr H to suffer any major impact. And I'm persuaded that an apology from Ageas for poor communication was enough under the circumstances.

I know my decision will disappoint Mr and Mrs H. But I don't uphold the complaint. I'm sorry that they feel that they haven't been treated fairly by Ageas. But, taking all of the evidence

into account, I'm not persuaded Ageas were unfair or unreasonable when they declined the claim. And although I can see that the service wasn't what was expected, I'm of the view that Ageas' apology was sufficient under the circumstances.

My final decision

For the reasons outlined above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 12 October 2022.

Jo Occleshaw
Ombudsman