

The complaint

Ms C complains that Ageas Insurance Limited declined her claim on her property insurance policy

What happened

Ms C had a property insurance policy with Ageas for a house she owns and rents out. In July 2021 the roof was damaged following a period of bad weather and this led to water ingress into the property,

Ms C made a claim on the policy but it was subsequently declined. Ageas said that there hadn't been a storm at the time of the damage, so it didn't consider there to have been an event that is covered under the policy. It also said that from the report from its expert that inspected the damage, the water ingress appeared to be gradually operating and there were signs of previous repairs that had taken place. So the damage was excluded from policy cover.

Ms C didn't think this was fair and made a complaint. She said there had been torrential rain during the week leading up to the damage so didn't agree there hadn't been a storm. And she said there had not been any previous problems with water ingress at the property. She also said that Ageas had provided a poor service and had taken too long to conclude the claim.

Ageas didn't change its position on the claim. However it apologised for the poor service. Unhappy with this, Ms C brought her complaint to this service.

Our investigator considered the issues and recommended the complaint be upheld in part. She said that she agreed there had been a rain storm shortly before the property was damaged however she didn't think the damage was consistent with a storm so thought Ageas acted fairly by declining the claim on this basis. However she said as Ms C had accidental damage cover on the policy, the damage to the inside of the property should be considered under this cover instead. She also thought Ageas should pay £100 compensation to make up for the poor service.

Neither Ms C or Ageas agreed with our investigator's outcome. Ms C didn't agree the compensation was enough to make up for the impact of the poor handling of the claim. Ageas said the damage on the inside of the property had happened gradually and there were signs of a previous repair. So thought it would be excluded from cover on this basis.

As agreement hasn't been reached, the case has come 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.

When deciding if an insurer has fairly declined a storm damage claim, this service considers

three questions. And if we think the answer to each is 'yes', we'd say the claim should be accepted.

The questions are:

1. Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage.

Here, I'm satisfied that the weather on the day of the damage did amount to a rain storm. However the damage to the exterior of the building is reported as the roof lead coming away from the roof. And I agree this isn't consistent with damage due to torrential rain. So it's most likely the damage was due to the roof having deteriorated and the rain merely highlighting the problem. For this reason I think Ageas acted fairly by declining the claim under the storm peril as it's done enough to show a storm wasn't the main cause of the damage.

However, as our investigator identified, Ms C's policy includes cover for accidental damage which is defined in the policy as: '*Damage caused suddenly and unexpectedly by an outside force.*'

Ageas has said that it considers the damage to the interior of the property to have occurred gradually and therefore is not the result of a sudden, one off event so not covered under the accidental damage cover. However I don't think it's done enough to show this.

I've looked at the photos of the water ingress to the bedroom ceiling. And it appears consistent with a one off event following torrential rain. There are patches showing where the water has leaked through from the roof.

Ageas has provided a copy of the notes from its expert that attended the property who commented: 'There appears to have possibly been previous repairs to the bedroom ceiling.' However from the photos I don't agree there are any visible signs of repairs. And the notes provide no detail about what repairs have taken place. So I don't consider this account to be persuasive.

Further, Ageas has also said that the tenants told its contractor that water had ingressed numerous times and no action had been taken by Ms C. However Ageas hasn't provided a report to show these conclusions. And not only does this account directly contradict Ageas' statement that there had been previous repairs, I also don't agree there are any signs from the photos that the damage has been occurring over a long period of time. If that were the case, I'd expect to see mould and damp developing across the ceiling and wall of the bedroom. However the photos just show a few patches of water damage with no visible mould. I am therefore not persuaded that the water ingress has developed over a long period of time.

For these reasons I agree with our investigator that Ageas should consider Ms C's claim for the damage to the interior of the property under the accidental damage cover.

Finally, I can see that Ageas hasn't provided good service when dealing with this claim. It's been difficult to get hold of and taken a long time to respond to her requests. I appreciate this would have been inconvenient for Ms C, especially as she was living in another country, which made scheduling calls more difficult. Based on this I agree with our investigator that Ageas should pay her £100 compensation to apologise for the poor service.

I note Ms C's request for additional compensation due to the distress the matter has caused her tenants, which in turn has been distressing for Ms C to deal with. While I understand the matter would have been distressing for Ms C, I think £100 is fair compensation in the circumstances and in line with our approach to awards for similar cases.

My final decision

For the reasons I've given, I require Ageas Insurance Limited to:

- Consider Ms C's claim for the damage to the interior of the property under the accidental damage cover.
- Pay Ms C £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 20 October 2022.

Sophie Goodyear
Ombudsman