

The complaint

Mr G complains Ageas Insurance Limited unfairly declined his buildings insurance claim.

All references to Ageas also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

I've considered three questions relating to the damage reported by Mr G:

- *Has it been proven, on balance, there were storm conditions on or around the date the problem occurred?*
- *Is the nature of the damage consistent with storm damage?*
- *Were the prevailing storm conditions the main or dominant cause of the damage?*

Having done so, I agree with the conclusions reached by the investigator, and I'm upholding Mr G's complaint for these reasons:

- The first quote from Mr G's contractor, dated a day before the second storm incident, reports missing ridge tiles and others severely loosened, caused by storms.
- The policy defines a storm as winds speeds exceeding 55 mph.
- Weather records show on the day in question peak gusts of up to 48mph were reported at the nearest weather station – 14 miles from Mr G's property. So, Ageas feel the answer to question one is "no".
- While this doesn't meet the definition set out in the policy, our service considers this to be strong enough to cause slight structural damage. I also note both incidents took place during Storm Eunice and Mr G's property is situated less than a mile from the coast. So, considering this, I think it's reasonable to conclude storm conditions were most likely present.
- The second incident occurred around two days later. Weather reports show wind speeds of up to 76 mph, far exceeding the policy definition.
- I'm persuaded that the force of the winds reported were strong enough to cause damage to ridge tiles. Mr G's contractor reported these to have been loosened or in places ripped off. I find this consistent with storm damage.
- The information we do have available, from Mr G's contractor, shows there was some damage to ridge tiles following the first incident.
- Further damage has occurred following storm conditions with winds up to 78 mph. I haven't seen anything to persuade me damage was present before the storms. So,

considering the information available, I think the storm was the predominant cause of the damage.

- In any event, when I consider the damage caused by the second incident, I also think it more likely than not, the damage reported would've occurred had the first not taken place, given the wind speeds recorded. So, I think it's fair and reasonable the ridge tiles and any related costs are covered under the claim.
- I understand Mr G has submitted an invoice for work carried out to Ageas. Ageas has asked for further clarification regarding this, which isn't unreasonable for them to do to validate a claim. But should Mr G be unhappy with any further proposed settlement, he is entitled to raise a further complaint with Ageas and may consider bringing a new complaint to our service should he be unhappy with its response.

So for these reasons, I uphold this complaint.

Putting things right

Mr G has had repairs to the damage completed. So, I think it reasonable Ageas should cover the costs to Mr G to repair the ridge tiles. Ageas should reimburse Mr G on production of sufficient evidence such as VAT receipts.

Simple interest of 8% should be calculated from the date Mr G paid for the repairs to the date of settlement.

My final decision

My final decision is that I uphold Mr G's complaint.

To put things right, I direct Ageas Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 November 2022.

Michael Baronti
Ombudsman