

## The complaint

Mrs H complained that Ageas Insurance Limited (“Ageas”) unfairly declined her claim for storm damage under her home insurance policy. Mrs H has had some representation during this complaint, but for ease and simplicity I’ll only refer to Mrs H.

## What happened

Mrs H made a claim to Ageas when her property was damaged during bad weather. She said *“the flat roof was completely blown off and we had subsequent significant damage inside the property from rain and melting snow in the days after”*.

Ageas appointed a surveyor to validate the claim and review the damage. Based on the surveyor’s report, Ageas decided to decline the claim. It said, *“the main reason for the decline is due to wear and tear but there is an element of poor workmanship because the felt was not fitted correctly”*.

Mrs H was unhappy. She didn’t think Ageas had reached a reasonable decision. She said the loss adjuster had originally declined the claim for poor workmanship, but then Ageas declined the claim for wear and tear. She didn’t think Ageas had proven this, as when the inspection was done the roof had been completely blown off – so she didn’t think there was evidence.

Mrs H was also unhappy as she had been advised by Ageas not to make any repairs to the damage or protect the property until the claim had been validated. It took a week for the surveyor to do this. In this time there was rain and snow, which caused extensive damage to the internals of the property.

Our investigator decided to uphold the complaint. She didn’t think Ageas had proven the main cause of the damage to the roof was wear and tear. She thought it was more likely the storm was the main cause of the damage. She thought the delay in the surveyor inspecting the property, added to the advice not to protect the property resulted in additional and avoidable internal damage. Ageas disagreed the storm was the main cause of damage, so the case has been referred to an ombudsman. However, it did accept its advice and delays had led to internal damage.

## 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 our service looks at a storm claim, there are three questions to consider:

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

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

*Do I agree that storm conditions occurred?*

Ageas' investigations show there were winds of around 60 miles per hour at the time of the reported incident and accepted these conditions were consistent with a storm. Therefore, I will consider the next question.

*Was the damage claimed for consistent with damage a storm typically causes?*

Yes, I think it was. The felt roof from an exposed flat roof was blown off during the storm. I think it's possible in such strong winds and at an exposed part of the house that a storm could've blown the covering to the roof. Therefore, I do think the damage claimed for is consistent with damage a storm typically causes. So, I will move on to the last question.

*Were the storm conditions the main cause of the damage?*

Ageas said *"We received [our surveyor's report] it states the cause of damage is due to wear and tear as well as an element of poor workmanship which is why your claim has been repudiated by our surveyor. Please refer to page 18 of [the] policy booklet where it states:*

*'General Exclusions: B) we do not cover any loss or damage that happens gradually over a period of time such as rust, corrosion, fading and shrinkage. C) As with most insurers, you are not covered for any loss or damage resulting from wear, tear and depreciation'.*

*[Our surveyor has] explained the main reason for the decline is due to wear and tear but there is an element of poor workmanship because the felt was not fitted correctly".*

Ageas has shown the policy includes an exclusion for wear and tear. Therefore, it would be reasonable for Ageas to decline a claim if it can share evidence that it was more likely that wear and tear caused the damage as opposed to the storm itself.

However, I don't think Ageas has provided a persuasive case, so I'll be upholding this complaint. I'll explain why.

I haven't found the report provided by the surveyor to show strong evidence that the damage was caused by wear and tear or poor workmanship. Mrs H argued that it was impossible for the surveyor to conclude the cause as poor workmanship when there was little of the roof surviving when the inspection was made. I tend to agree. Poor workmanship would tend to consider how well the roof covering had been fixed down – there is no commentary or supporting pictures in the surveyor's report to justify the surveyor's comment. This does make me question the reliability of the report. In this report, the surveyor has provided a short statement, but has not attempted in any way to justify why he think this.

I have considered what the report said on wear and tear. However, the only comments I can see state *"perished and poorly fitted felt dormer roof"*. I would expect a report to explain why these conclusions had been reached. It's not sufficient to just state the outcome without any justification. The report did include several photographs of the roof (and the subsequent damage). However, I can't see that there's obvious signs of significant wear and tear, such as rotting timbers. Ageas did later comment that *"The water ingress is due to the dormer roof failing. This is due to installation and also perished materials"*. However, this comment isn't sufficient in the absence of other supporting evidence.

Therefore, I require Ageas to settle the claim in line with the remaining terms and conditions for the damage caused by the storm to the roof and the subsequent damage caused internally to the upstairs of the property (bedroom and landing). I'm pleased that Ageas has now accepted responsibility for the damage to the upstairs of the property, due to the advice it gave Mrs H on not protecting the roof until its surveyor had been to validate the claim.

I think Ageas has failed Mrs H in this claim and I can see this has had a major impact on her and her family. The stress of the complaint was unwelcomed during a difficult period for Mrs H which contributed significantly to putting her in a vulnerable position. Mrs H explained that her family were sleeping on blow up beds for at least six months. They had difficulty raising funds for the repairs, which resulted in her having to take out a loan and borrowing money from family members. I think the prolonged nature of this distress will have caused significant suffering for Mrs H in her specific circumstances, so I award £900 in total for the distress and inconvenience caused.

### **My final decision**

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to:

- Settle the claim in line in line with the remaining terms and conditions for the roof (and damage to the upstairs which Ageas has already agreed to)
- Pay Mrs H £900\* compensation – for the distress and inconvenience.

Ageas Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mrs H accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 29 November 2022.

Pete Averill  
**Ombudsman**