

The complaint

Mr and Mrs L complained about the delays with their claim. And they thought their claim had been unfairly declined for storm damage by Ageas Insurance Limited ("Ageas") under their home insurance policy.

What happened

Mr and Mrs L made a claim to Ageas following a storm on or around the 25 August 2020 – they claimed for damage to their shed roof and some of its contents and for some tiles that had been blown off / dislodged from their main roof.

Ageas sent its contractor to review the damage and it confirmed that it thought the damage was consistent with a storm. However, as part of further validation on the claim, Ageas said Mr and Mrs L had been dual insured (i.e. they had insurance with two insurers at the same time). Ageas said Mr and Mrs L had made a previous claim with another insurer and had received a settlement of £1,300. Ageas had asked for evidence the shed had been repaired following the first claim as part of its validation to ensure the claim with it was a new one.

Mr and Mrs L said they hadn't made a claim for the shed and roof before and so couldn't confirm any repairs had taken place. Based upon its validation Ageas decided to decline the claim as it didn't think it was a new claim. Mr and Mrs L are unhappy their claim hasn't been settled. They want to be compensated for the delays, and distress and inconvenience this has caused them.

Mr and Mrs L made a subsequent claim for storm damage in May 2021 for tiles that came away from the roof to the rear of their property. Ageas said movement of the roof caused the tiles to slip as opposed to the storm.

Our investigator decided to uphold the complaint. She said Ageas hadn't been able to provide evidence Mr and Mrs L had made a previous claim, so didn't see any reason why the claim shouldn't be considered. As Ageas' contractor said the claim was caused by a storm, she recommended that Ageas settle the claim. For the later claim, our investigator said Ageas should re-consider the claim as it hadn't provided persuasive evidence that it was caused by wear and tear. Ageas disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 24 October 2022. I said:

"This is a slightly unusual complaint as Ageas has said the damage to the shed and roof were caused by a storm – its contractors report was clear that the claim should be covered by the policy. Therefore, I haven't felt the need to consider this point. Ageas decided not to settle the claim as it said Mr and Mrs L had already benefitted from a settlement from a different insurer for the same damage. A consumer is not allowed to benefit twice with the same claim from different insurers."

To support Ageas' position, I would need to see persuasive evidence that this was the case – however, I haven't so I intend to uphold this complaint.

Ageas has explained that it has spoken with another insurer and they shared details that Mr and Mrs L had made several claims with the other insurer. Ageas has shared the "request for information" it sent the other insurer. I have seen evidence that Mr and Mrs L had other claims. However, Ageas hasn't provided any clear and direct evidence that the claim Mr and Mrs L made with them was the same claim it made with a different insurer. This is a significant accusation Ageas has made, so I would expect them to support it with unequivocal evidence.

Ageas asked Mr and Mrs L to provide evidence of repairs to their shed. However, as they said it hadn't been damaged before I wouldn't have expected them to be able to provide evidence of repairs. Therefore, I intend to uphold this complaint. I have noted in later communications Ageas has focused on a broken window in the shed and therefore have tried to avoid settling any claim for the contents of the shed. I don't think this is fair. I have reviewed pictures and a video of the damage and I think it's clear the damage to the roof (caused by the storm) would've most likely caused any damage to contents. I think the broken window is a distraction (even if caused pre-loss) and wouldn't have caused any damage. Therefore, I intend for Ageas to settle the claim for the damage to the shed and damaged contents, as well as the damage to the main roof.

In respect to the 2021 claim, Ageas haven't provided any evidence to support its argument that wear and tear was the cause of the loosened tiles. The burden of proof falls on Ageas to prove wear and tear as it would be relying on an exclusion in the policy. I've also viewed photos taken by Ageas' contractor the previous year and I can't see evidence of earlier wear and tear in the roof. Therefore, I don't think Ageas' decision here is fair or reasonable. I think the damage is most probably because of not getting the storm damage repaired the year before. As this delay has been caused by Ageas, I intend to uphold this complaint. I intend for Ageas to settle this claim in line with the remaining terms and conditions. I don't think it's fair to allow Ageas to re-consider this claim for storm damage as it's too late now to understand whether the delays in settling the first claim was the main cause or not.

Ageas has failed to progress these claims satisfactorily. Mr and Mrs L have resorted to making temporary repairs. I think Mr and Mrs L may not have been able to use the shed as it was no longer watertight. They've suffered damage to some of their contents, which has meant they've not been able to use some items. I think the damage to the main roof will have caused some anxiety. Therefore, I intend to award £300 compensation – partly for the distress and inconvenience I've outlined and to include the temporary repairs also".

Responses to my provisional decision

Mr and Mrs L accepted my provisional decision and didn't have anything further to add.

Ageas didn't accept my provisional decision and responded in detail to it. Rest assured I have carefully read and considered Ageas' points, but I think most, or all the points raised have been discussed in my decision, so I won't repeat this detail again. In brief, Ageas raised – new reasons for declining the claim, suggestions of making the same claim with another insurer, misrepresentation, challenging the decision on the shed contents and the main roof.

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 have responded in detail directly to Ageas on the points it made and most of this reasoning was explained in my provisional decision, so I will only touch briefly on what additional reasoning I provided. Following my response to Ageas, I provided it opportunity to further comment or provide new evidence to support any of its points.

I have focused my decision on validating whether I think Ageas has been fair in declining the claim for the reasons set out in its final response to Mr and Mrs L. I don't have jurisdiction to consider new reasons for Ageas declining the claim – I can only consider the decision Ageas explained to Mr and Mrs L when it declined their claim. Ageas has principally declined the claim due to suspected fraud, but as I set out in my decision, I don't think it has proven this. Fraud is a serious accusation and can have long lasting consequences for Mr and Mrs L. So, I needed Ageas to provide unequivocal evidence to support this. But, it hasn't been able to. I also don't think it has proven misrepresentation So, I don't think it has been fair in declining the claim for the reasons it set out.

I discussed the contents claim and broken window in my provisional decision, so I don't think there is benefit in covering this further. And in respect to the claim for the main roof, I didn't think Ageas had sufficiently proven with evidence that it was caused by wear and tear as I explained previously.

Therefore, given neither party has provided any new information, I see no reason to change my provisional decision of upholding this complaint.

My final decision

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

- Settle Mr and Mrs L's claims from 2020 and 2021 (damage to main roof, shed and shed contents) in line with the remaining terms and conditions
- Pay £300* compensation – for distress and inconvenience and to cover the reimbursement of temporary repairs

* Ageas Insurance Limited must pay the compensation within 28 days of the date on which we tell it that Mr and Mrs L 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 K and Mr S to accept or reject my decision before 21 December 2022.

Pete Averill
Ombudsman