

The complaint

Ms S complains about how Ageas Insurance Limited (Ageas) dealt with a claim under her home insurance policy for damage to her property caused by bad weather.

Ageas use agents to administer the policy and to assess claims. Reference to Ageas includes these agents.

What happened

In February 2022, at the time of Storm Eunice, bad weather caused damage to Ms S's property. An upstairs bedroom window was broken by a hard object that blew into it. Ms S had it replaced to avoid further water ingress. There was also damage to fencing and a corrugated Perspex roof covering an area between the kitchen and garage blew off. Ms S contacted Ageas to tell them about the damage and lodge a claim. Ageas advised Ms S the policy didn't cover damage to fencing. They appointed a surveyor (V) to assess the damage. Ms S also obtained a quote for repairs to damage to the property roof (damaged and slipped slates) and the garage roof (£1,895). Ageas considered the quote but asked for more detail.

While V was appointed shortly after the incident, a visit to Ms S's property didn't take place until May 2022 (by a separate firm, M). M's report covered the claim damage to the window and the Perspex roof. On the window, the report concluded there was no evidence of damage or recently replaced glass. The report noted visible damage to the window frames, which they considered to be wear and tear (so wouldn't be covered under the policy). On the damage to the Perspex roof, the report noted there was a timber frame supporting the roof and most of the Perspex was missing. The report concluded that due to the timber size, quality of the Perspex and the design of the roof, it couldn't withstand the force of the winds. The report recommended the roof be replaced with a more substantial structure.

M's overall conclusion was there was no visible storm-related damage and the storm had highlighted the deterioration and breakdown of timber window frames and covered roof area.

Based on M's report, Ageas declined Ms S's claim.

Unhappy at her claim being declined, Ms S complained to Ageas. But they didn't uphold the complaint, maintaining their decision to decline the claim in their final response. While they accepted there were storm conditions at the time of the incident, Ageas referred to M's conclusions that the cause of the damage was breakdown and deterioration to the timber window frames and covered roof. Ageas also referred to the policy terms which excluded loss or damage that happened gradually over time and from wear and tear.

Ms S then complained to this service. She was unhappy at Ageas declining her claim, meaning she'd had to pay for repairs. As well as the financial impact, she said the experience had affected her mental health. She wanted Ageas to accept her claim and pay for the repairs and to pay compensation.

Our investigator upheld the complaint, concluding Ageas hadn't acted fairly. He concluded Ageas unfairly declined the claim for damage to the window, as M hadn't inspected the window that Ms S said had been broken. Nor had they shown a link between the condition of

the timber and the glass being broken. But Ms S hadn't provided photographs showing the broken window, so the investigator didn't think there was enough evidence to show an insured event occurred. So, Ms S would need to provide photographs for Ageas to consider.

Regarding the Perspex roof, the investigator didn't agree with M's view the roof wasn't able to withstand the force of the winds, so Ageas should accept that part of the claim. On the repairs to the property roof due to damaged and slipped slates, the investigator noted a quote for repairs had been provided, but without previous mention of damage. And no additional information had been provided. He thought Ms S would need to provide photographs of the damage to Ageas for consideration.

Given the three-month delay between the incident and M's inspection of the property, the investigator noted Ageas accepted this was too long and had offered £200 in compensation. The investigator thought this was fair.

As neither Ms S nor Ageas responded to the investigator's conclusions, the complaint was passed to me for 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.

I'd first want to reassure Ms S that I've considered carefully what she's told us about her mental health and other issues. I appreciate the damage to her property in the storm would have been stressful and affected her more because of her mental health. I've borne this in mind when considering the complaint and forming my findings and conclusions, in the context of my role here being to decide whether Ageas have acted fairly towards Ms S.

There are several elements in Ms S's claim (and her complaint). The first is the damage to the window, which she maintains was the result of an impact from a hard object (possibly a bin lid). The second is the damage to the Perspex roof. Both were covered in M's report and Ageas's subsequent decline of the claim (and their final response).

However, there are other elements which do not appear in M's report or Ageas's final response. These are, firstly, damage which Ms S says the storm caused to the main property roof (damaged/slipped slates) and the garage roof. Ms S maintains both were damaged in the storm, and so should be covered under her claim. From what I've seen, Ms S has provided an invoice for temporary repairs to the property roof (to prevent further water ingress and consequent damage) at a cost of £550. She's also provided an estimate for permanent repairs (totalling £1,895). While I've seen evidence Ageas have queried the quote and asked several points of clarification, I cannot see they've assessed this element of the claim and decided whether to accept it or decline it.

Given this, I'm not able to form a conclusion on whether Ageas have acted fairly in respect of this element of the claim. What I think should happen is for Ageas to assess this element, in accordance with the policy terms and conditions, and communicate the outcome of that assessment to Ms S. It would then be for Ms S to decide whether she accepts that outcome. If unhappy, she could raise a new complaint with Ageas for them to consider under their complaints process and issue a final response. It would then be open for Ms S to raise a new complaint with this service, should she be unhappy with any such final response.

The other claim made by Ms S, which she mentions in her complaint, is in respect of accidental damage to a bathroom wash basin. This is unrelated to the claim for storm damage (the storm didn't cause the damage). Ageas have said they'd consider the claim

under the accidental damage section of the policy. Again, this didn't form part of Ageas's assessment of the storm damage or their final response. So, this isn't part of this decision.

I've also considered the damage to a fence, which Ms S told Ageas about when she notified them of the incident. Ageas said the policy didn't cover damage to fences, so didn't assess this element any further (and so doesn't feature in their final response). But looking at the Insurance Product Information Document (IPID) issued as part of the policy documents it states (for Buildings Insurance) under the heading "*What is not insured*":

x. Storm or flood damage to gates, hedges, fences or swimming pool covers."

I think this makes it clear damage to a fence in a storm isn't covered. So, I've concluded Ageas acted fairly and reasonably in not covering this element as part of the claim.

Coming back to the two elements of Ms S's claim and complaint to this service (covered in Ageas's final response) I've considered them in turn.

In considering both elements, whether the damage resulted from a storm or from a pre-existing issue, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, in their final response Ageas said they were satisfied there were storm conditions around Ms S's property at the time of the incident, noting a highest wind speed of 58 mph. Looking at the reports from the weather firm this service uses, for the weather station nearest to Ms S's property, on the date of the incident the report indicates a peak gust of 59 mph and describes the conditions as 'dry storm'. Based on this, I've concluded there were storm conditions on the date of the incident.

On the second question, the photographs from Ageas's surveyor show damage to the roof covering (missing Perspex and some apparent damage to one of the timber supports). That the Perspex covering has been blown off is damage we would expect in a storm, particularly involving high winds. Similarly, damage to windows (from flying debris) would be something I'd expect.

The third question is therefore key, given Ageas declined the claim due to M's conclusions that the cause of the damage was breakdown and deterioration to the timber window frames and covered roof. Ageas also refer to the policy terms which excluded loss or damage that happened gradually over time and from wear and tear.

On the damage to the window, I've considered what Ageas (and Ms S) have said. Having done so, I've concluded Ageas haven't acted fairly in declining this element of the claim. I'll set out why I've come to this conclusion.

M's report concluded there was no evidence of damage or recently replaced glass to the window. The report also noted visible damage to the window frames, which they considered to be wear and tear (so wouldn't be covered under the policy). I don't agree with either point. On the first point, Ms S has provided a photograph of a broken window at her property, supporting her position that a window was damaged. She's also provided a copy of an invoice from a glazier to replace the glass, dated the day after the incident. I've no reason to doubt the validity of either the photograph or the invoice (£162 including VAT, which seems reasonable to replace a single pane of glass. That the pane was quickly replaced is reasonable, to secure the property and prevent water ingress.

On the point about visible damage to the window frames, I don't think this is relevant, as their condition would have had no bearing, or made any difference, to a glass pane being broken by a flying hard object. So, I've concluded Ageas didn't act fairly in applying the exclusion to decline the claim. Given this, I haven't considered whether – even if the damage wasn't considered under storm damage – it would have been covered under the accidental damage section of the policy.

Having reached this conclusion, to put things right, Ageas should settle this element of the claim in accordance with the remaining terms and conditions of the policy (including any policy excess, as applicable).

On the damage to the Perspex roof covering, I've considered the evidence and information available, including M's report and accompanying photographs of the damaged roof. Having done so, I've concluded Ageas haven't acted fairly in declining this element of the claim. I'll set out why I've come to this conclusion.

First, as a general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is consistent with that we'd expect to see in a storm, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

However, where an insurer relies on an exclusion in the policy to decline a claim (as Ageas have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I don't think Ageas have done so in the specific circumstances of this case, so I'll explain why I've come to this view.

In their final response, Ageas refer to the following policy exclusions in the policy booklet:

- b) We do not cover any loss or damage that happens gradually over a period of time such as rust, corrosion, fading or shrinkage.*
- c) As with most insurers, you are not covered for any loss or damage resulting from wear, tear and depreciation."*

Ageas also refer to M's report conclusions. The full comments in M's report relating to the Perspex roof are as follows:

"There was a timber frame bridging the gap between the kitchen and garage to the rear elevation, originally the timber frame had a clear corrugated Perspex covering however the majority of Perspex was missing. Due to the timber sizes, quality of the Perspex covering and design of the covered area the roof was not able to withstand the force of the winds. I would recommend the covered area is entirely replaced with a more substantial structure and roof covering."

M's report states (under the heading of "Cause":

"It is my considered opinion the recent weather conditions have highlighted the deterioration and breakdown to the timber window frames and covered roof area therefor I recommend the claim is declined."

The same wording also appears under the "Conclusion" heading in the report.

However, the detailed comments in M's report, as set out above, don't specifically refer to the condition of the covered roof (either the frame or the Perspex covering) or that it was suffering from deterioration or wear and tear (which were the grounds for Ageas applying the

exclusion to decline the claim). And looking at the photographs of the covered roof, the timber frame has largely remained intact, but the Perspex covering has blown off. The former doesn't suggest the timber frame has deteriorated, and there's no obvious signs of decay or other deterioration to the frame. That the frame is substantially intact doesn't suggest there was an issue with the timber size that led to the Perspex roof being blown off.

Taking these points into account – particularly given the onus being on Ageas to show the exclusion applies – than I'm persuaded the storm conditions are, on balance, the main or dominant cause of the damage.

Taking all these conclusions into account, then I'm not persuaded Ageas have shown the exclusion applies. And so, they haven't acted fairly in declining Ms S's claim for damage to the covered Perspex roof.

Having reached this conclusion, to put things right, Ageas should settle this element of the claim in accordance with the remaining terms and conditions of the policy (including any policy excess, as applicable).

As I've concluded Ageas should settle both the claim for the broken window and the covered roof under the storm damage section of the policy, then I'd expect this to be treated as one claim (and so only apply the policy excess to the claim as a whole – not the individual elements).

I've also considered the question of compensation. Ageas have acknowledged the delay in contacting Ms S to arrange an inspection of her property and the damage. From the case notes provided by Ageas, they appointed V shortly after Ms S contacted them to tell them about the damage and lodge a claim. However, it appears V didn't contact Ms S to arrange a visit, and Ageas had to follow up with V about what was happening (when Ms S contacted them to say she hadn't heard from V). A visit wasn't arranged until May 2022, some three months after the incident. I appreciate insurers were dealing with a large volume of claims arising from storms between November 2021 through to the date of the incident (Storm Eunice). But I don't think a three-month delay and a lack of communication with Ms S is fair or reasonable --especially given her mental health and other issues.

I've thought about this, in the circumstances of the case. I think £200 is fair and reasonable compensation for the distress and inconvenience suffered by Ms S.

My final decision

For the reasons set out above, it's my final decision to uphold Ms S's complaint in part. I require Ageas Insurance Limited to:

- Settle those parts of the claim for damage to the window and the covered roof, in line with the remaining terms and conditions of the policy (including any excess under the policy, as appropriate).
- Pay Ms S £200 in compensation for inconvenience (if they haven't already paid it).

Ageas Insurance Limited must pay the compensation within 28 days of the date on which we tell them Ms S accepts my final decision. If they pay later than this, they 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 Ms S to accept or reject my decision before 15 March 2023.

Paul King
Ombudsman