

## **The complaint**

Mr H complains about Ageas Insurance Limited (Ageas), who declined his claim under his home insurance policy.

## **What happened**

Mr H explained that his ceiling in his home suddenly collapsed. He contacted a contractor who discovered a hole in a roof tile and proceeded to carry out the repairs. But by the time Mr H contacted Ageas, as the repairs had been completed, there was nothing for Ageas' surveyor to inspect.

Ageas declined Mr H's claim on the basis that there were no storm conditions present around the time of the event. It considered the accidental damage section of his policy on the damaged ceiling. But said that this would also not be covered as the proximate cause was a gradual ingress of water which eventually caused the ceiling to collapse. And under the policy, there was no cover for loss or damage caused by wear and tear or something that occurs gradually over time. Consequently, in its final response, Ageas declined Mr H's entire claim.

Mr H referred a complaint to our service, as he had been given his referral rights. One of our investigators considered the claim and thought it should be upheld. He said that although the decision to decline the roof was fair, as there had been no storm conditions present around the time of the incident, the decision to decline to ceiling wasn't fair. He felt that as Mr H had provided photos of the damage, Ageas ought to have obtained expert evidence to assess whether the damage to the ceiling was gradual or sudden for the accidental damage exclusion to be applied. So, he recommended that Ageas reconsider the claim for the damage to the ceiling. He also recommended that Ageas pay Mr H £100 compensation for the failure to consider other perils.

Mr H accepted the view, Ageas did not. It said that it wouldn't classify the internal damage as accidental as Mr H would've been aware of the poor state of his roof from the start. The cause of damage was due to maintenance and wear and tear to the roof. And it maintained that the damage wasn't sudden given the noticeable gradual damage observed. It also didn't agree with that compensation was warranted. So, it asked for a decision from an ombudsman.

## **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.

Having done so, I will uphold this complaint, and I hope my findings explain why I think this is fair.

I have considered both party's comments, as well as the policy terms and conditions. I think the main issue here is whether the damage to the ceiling was caused suddenly (which would be covered under the claim) or gradually (which wouldn't be covered). I will also comment on the damage to the roof and whether Ageas was fair to decline this part of the claim.

Our approach when assessing complaints where storms are said to be the cause of the damage, is that we take into consideration three questions, when determining whether an event can be classed as a storm. These are:

- 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 a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no, then an insurer can reasonably decline a claim.

I have reviewed the weather reports, as this is the best evidence that we can use to assess whether there was a storm at the time of the incident.

The policy defines what Ageas considered to be a storm. Having reviewed the weather reports, I'm satisfied that there was no evidence of a storm, around the time of the incident. I note that the policy is what is known as an 'all risk' cover. We would expect Ageas too consider the claim under any of the other perils, that are usually seen on a standard policy. But in this instance, I can't see what other peril the damage to the roof could come under.

Consequently, as I don't think there is evidence of a storm and there is no other peril applicable, the answer to question one is no, and Ageas were fair to decline this part of the claim.

Mr H said that he was unaware of any issue with his roof, until the ceiling fell in. So, he said that the damage to the ceiling was sudden, and Ageas ought to cover the cost. Especially as he had accidental damage cover on this policy.

Ageas said that the damage to the ceiling was caused due to water ingress, which had happened over time. And although it agreed that Mr H had accidental cover on the policy, it relied on the policy exclusion that said that damage caused on a gradual basis, wasn't covered.

I note that Ageas didn't send in a surveyor to assess the damage. But this appears to have been because Mr H had already carried out repairs, and Ageas quite rightly said that there would be nothing for the surveyor to physically assess. But Mr H had submitted photos of the damaged ceiling, which Ageas reviewed.

Where there is disagreement over the cause of damage, we would expect some form of expert evidence. The best evidence would have been for Ageas to have physically inspected the damage, had Mr H not got it repaired. But the next best evidence I think, would be for an expert to have reviewed the photographs of the damage and to give an assessment as to what would've been the more likely cause.

As Mr H's policy was an all-risk policy, this meant that all damage was covered unless specifically excluded. I'm unclear exactly what exclusion Ageas is applying, given that there is no explanation of this, and no expert has given evidence of what caused, or how, the internal damage was caused.

Because of this, I think it would be fair and reasonable, for Ageas to reconsider the internal damage to Mr H's ceiling, in line with the all-risk policy.

Taking all the circumstances into consideration, I think Ageas was fair to decline the claim regarding the roof. But I think it should reconsider the damage to the internal ceiling, on the basis of the all-risk policy that Mr H had. In addition, I think that Mr H would have suffered some minor distress and inconvenience because of the failure to consider other perils, so Ageas should pay him £100 compensation.

### **Putting things right**

To put matters right, I direct Admiral as outlined below.

### **My final decision**

For the reasons given, my final decision is that I uphold this complaint.

Ageas Insurance Limited to reconsider the damage to the ceiling on the basis of the all-risk policy.

Ageas Insurance Limited to pay Mr H £100 compensation for the distress and inconvenience caused.

Ageas Insurance Limited must pay the above compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this, it must also pay interest at 8% a year simple on the above amount, from the date Mr H accepts my final decision, until it is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 30 May 2023.

Ayisha Savage  
**Ombudsman**