

The complaint

Miss A has complained that Ageas Insurance Limited ('Ageas') declined her claim for damage under her home insurance policy.

For the avoidance of doubt, reference to Miss A in this decision letter includes her son who has made representations on her behalf. Reference to Ageas includes its loss adjusters, agents, and representatives.

What happened

Miss A's home suffered water damage in February 2022. Miss A and her son discovered water dripping from light fittings in the ceiling and this caused other damage. As a result, Miss A made a claim under her insurance policy. Miss A said that Ageas had advised her to have the roof repaired and to send the invoice. She said she'd provided all necessary information to Ageas including photographic and video evidence. However, Ageas then declined the claim. Also, whilst it had obtained an expert report in May 2022, it didn't deliver its decision to decline the claim until August 2022.

Miss A was unhappy about the fact that Ageas had declined her claim as she didn't have enough money to fix the roof of her home. She was also unhappy about the delay in processing the claim and therefore referred her complaint to this service. The service's investigator upheld the delay aspect of the claim and thought that there had been three months of avoidable delay in processing the claim. He recommended that Ageas paid £200 in compensation in this respect.

On the substantive issue however, the investigator considered that Ageas hadn't acted unfairly or unreasonably in declining the claim as he didn't think that storm conditions were the main cause of damage. Whilst he recognised that storm conditions had been present at the time of incident, there were no external signs of storm damage. As such, he considered that the damage was consistent with wear and tear. He also noted that the policy didn't provide cover for the water ingress which hadn't been caused by an insured peril.

Miss A remained unhappy with the outcome of her complaint. The matter has therefore been referred to me to make a final decision in my role as 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.

The key issue for me to consider is whether Ageas applied the terms and conditions of the policy, and generally acted in a fair and reasonable manner in handling Miss A's claim. I don't consider that it did so in all respects, and I'll explain why. In reaching this decision, I've also had regard to the submissions of both parties as follows.

Miss A said she'd spoken to various Ageas representatives, two of whom told her to do temporary repairs and to keep the receipt as it would pay. She said that she'd employed a local roofer to carry out the temporary repairs and paid this herself; *"as we trusted you to get this sorted."* Miss A said that the loss adjuster didn't see the damage *"and few days later you closed the claim off and brushed it under the carpet as you said it wasn't storm damage"*. Miss A complained and said that Ageas then re-opened the case and sent another representative and showed him all the evidence including the videos. He said that Miss A would hear about the claim within 10 days, however this didn't happen. Miss A emailed the new representative of Ageas every so often to ask him what was happening with the claim. He said that he was waiting for Ageas to respond. As to the windows, Miss A said that these weren't relevant and that the case was about the roof which needed fixing and *"happened at the time of the storm"*.

In conclusion, Miss A said that as her home was insured with Ageas, she wanted it to fix the roof and the damage. She said: *"The point of insurance is [to] fix your house if you have cover not to con your money and say it wasn't damaged through the storm"*. Miss A's representative set out health conditions from which Miss A was suffering.

In response, Ageas stated that it registered Miss A's claim for potential storm damage to her home in February 2022. It said that it classified storms by using a standard industry definition, being *'high winds of 55 mph or more, resulting in structural damage'* or *'torrential or heavy rain or hail (more than 25mm in any one hour).'* It had considered the three questions asked in relation to claims of this nature. The first was whether there were storm conditions present on or around the time the damage occurred. The second was whether the damage was consistent with storm damage. The third was whether the storm conditions were the main cause of damage. It noted that if the answer to any of these questions was 'no', then the claim wouldn't succeed.

Ageas accepted that the weather conditions at the relevant time for the relevant location had almost fulfilled the definition of a storm, and so it appointed surveyors to assess the claim. It said that the surveyors' opinion was that there was no external damage and none that could be attributed to a storm event. It also said that the water ingress damage wasn't due to a one-off storm incident. Ageas didn't consider that there had been any delays in handling Miss A's claim. It said that assessment was an essential part of the claims process and didn't consider that this had taken longer than appropriate.

Having considered the parties' submissions and evidence, I partly uphold Miss A's complaint. I uphold the complaint about delays but not the complaint about Ageas's decision to decline to pay out on Miss A's claim for damage.

The starting point in such cases is the wording of the policy documents. I note that the policy covered Miss A's home in the event of storm damage. Under the heading: *'What's covered'*, the policy wording states: *'We'll cover you for damage to your buildings caused by a storm. By a storm, we mean strong winds of over 55mph, or damage by extreme rain, snow or hail. Rainfall is extreme if more than an inch falls in an hour...'* Under the heading *'What's not covered'*, it states: *'We won't pay for rain or water damage to the inside of your buildings if the water gets into your house as a result of...wear and tear.'*

At the beginning of the policy booklet, it highlights some of the reasons Ageas won't pay out under the policy and this includes *'wear and tear'*. In this respect, the policy states that: *'Almost everything in your home will suffer from general wear and tear over time. You can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles... If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for*

example, your roof leaks because you haven't looked after it, that's when we may not be able to pay a claim.'

In relation to the first relevant question, I'm satisfied that the weather at the relevant time and location substantially fulfilled the definition of a storm event. On the second question, I'm satisfied that the ingress of water is the type of damage which can be consistent with a storm event. On the third critical question however, I'm satisfied that, on the balance of probabilities, the storm event wasn't the predominant cause of the damage to Miss A's home. I recognise that it's likely that there were two factors at play, namely heavy rain and historical wear and tear. What I'm unable to say however is that storm was the predominant cause of damage on that date. It's more likely from the available expert evidence that the dormer windows or slates were damaged through wear and tear. There was some conflicting evidence as to what roof repairs had been carried out prior to and after the event. The likelihood however was that there was wear and tear needing attention prior to the storm, and that heavy rain simply highlighted this existing and predominant cause of damage.

I appreciate that Miss A will be very disappointed by this finding. I also appreciate that the wording of insurance policies can at times be difficult to interpret. Such wording does however provide the basis of the agreement between the insurer and the insured person. In this instance, I consider that the terms and conditions were clear. The provisions about wear and tear are highlighted at the beginning of the policy. The expert evidence supports a finding that Ageas acted fairly and reasonably in its application of the policy wording and in declining the claim in this instance. There is no alternative expert evidence to suggest otherwise. Unfortunately for Miss A, insurance policies don't cover damage caused by every event and in this case, I'm satisfied that the damage wasn't caused by an insured peril. In conclusion, I can't say that the policy was interpreted unfairly or unreasonably by Ageas

As to delays however, I agree with our investigator that Ageas could have acted more promptly in conveying its decision to Miss A. The case notes show that its representative had been chasing Ageas for instructions and that it took several weeks for it to respond to him. As such, I consider that Ageas will have caused additional unnecessary stress and may have unreasonably raised Miss A's expectations that cover was in place. I consider that £200 compensation for the distress and inconvenience caused by this delay to be fair and reasonable in the circumstances.

My final decision

For the reasons given above, I partly uphold Miss A's complaint against Ageas Insurance Limited and I require it to pay compensation in the sum of £200 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 24 May 2023.

Claire Jones
Ombudsman