

## **The complaint**

Ms B and Mr B are unhappy that Ageas Insurance Limited has both reduced and delayed the settlement it offered on their home insurance claim for storm damage to their property.

## **What happened**

There have been several businesses or individuals involved in this claim, acting as agents or representatives of either Ageas or Ms B and Mr B. But for ease of reference, I'll only refer to Ageas and Ms B and Mr B by name in this decision, even when referring to evidence or arguments put forward by their representatives.

Ms B and Mr B made a claim for damage to the roof of their property, and internal water damage, following a period of poor weather.

Ageas accepted there was a valid claim under the storm section of Ms B and Mr B's policy and began the process of arranging repairs. However, its contractor later pointed out that the roof was sagging due to age-related gradual deterioration, not as result of the storm. So, Ageas explained that Ms B and Mr B would need to carry out repairs to the roof structure first, before it could repair/replace the damage it accepted was caused by the storm, such as dislodged tiles and the internal damage. Or it said it could offer a cash settlement.

Ms B and Mr B didn't accept Ageas's position. They want it to fix the roof in its entirety.

Our investigator considered the complaint and upheld it in part. She said Ageas' decision on the claim was reasonable, so she didn't think it needed to repair the entire roof. She also said it wasn't unreasonable for it to delay repairs to the roof covering until Ms B and Mr B had remedied the sagging. But she said Ageas should pay Ms B and Mr B £100 to compensate for the loss of expectation it caused when initially indicating it would cover all the damage.

Ms B and Mr B didn't agree and asked for a final decision from an ombudsman.

I was minded to reach a slightly different outcome to our investigator. So, I issued a provisional decision to give the parties the opportunity to respond, before I reached my final decision. Here's what I said:

### ***"What I've provisionally 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've reached the same outcome as our investigator in relation to the roof repairs required. However, I'm minded to award a higher level of compensation than our investigator did. I'll explain why.*

When our service considers complaints about storm damage claims, we take into account the following questions. If any of the answers are no then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

In this case, it isn't in dispute that there were storm conditions, or that parts of Ms B and Mr B's roof, and the interior of their home, were damaged by the storm. But Ageas's position is that the roof is also showing signs of age-related deterioration, which isn't covered by the policy. Essentially, this means it's saying that not all of the damage to the roof is consistent with storm damage, and that the storm was not the main or dominant cause of that damage.

I've carefully considered the available photos and expert evidence. Based on this, I'm persuaded that the sagging of the roof isn't consistent with damage typically caused by a one-off storm event. And it follows that I'm also persuaded that the storm in question was not the main, or dominant, cause of that damage. Instead, on balance, I find it more likely to have happened gradually over time.

The storm or flood section of Ms B and Mr B's policy contains the following exclusion (with my added emphasis), under the heading "What is not insured":

"Loss or damage:  
- to gates or fences;  
- caused by subsidence, ground heave or  
landslip (this damage is covered under  
cause 6);  
**- that happens gradually over a period of time; or**  
- that does not arise from one identifiable event  
which directly and immediately caused the loss  
or damage.  
- caused by weight of snow."

Based on the above, I think Ageas's decision not to cover the damage which happened gradually, rather than as a result of the one-off storm event, was in line with the terms and conditions of the policy and was fair and reasonable.

Ageas has accepted there is a valid claim for some areas of storm damage and has offered to either cash settle the claim for those, or to carry out the required works once Ms B and Mr B have remedied the sagging roof (gradual damage). The latter offer is because its contractors would not be able to provide a guarantee for the claim related repairs if they were carried out before the gradual damage was fixed.

I consider that Ageas has made two fair and reasonable offers here. So, I think Ms B and Mr B should decide which option is preferable, and let Ageas know. Ageas should then settle the claim in line with Ms B and Mr B's preference and the offer it has already made.

Ms B and Mr B are also unhappy with delays and the level of service they've received. Particularly that they were told the claim had been accepted in full, before later being advised some damage wasn't covered.

*It seems it took around four months before Ageas made its position on the claim fully clear and offered either a cash settlement, or to carry out the works once Ms B and Mr B fixed the non-claim related damage. I think this is too long, and that Ms B and Mr B have been unfairly impacted by this delay. I think Ageas ought to have distinguished the gradual damage from the claim related damage and reached the position it ultimately reached on the claim much sooner than it did.*

*I also agree with our investigator that Ms B and Mr B have suffered a loss of expectation as a result of the initial surveyor confirming the claim was covered in full, before Ageas (fairly in my opinion) later amended this to exclude the gradual damage.*

*Taking everything that happened into account, I don't agree the £100 suggested by our investigator, and accepted by Ageas, is sufficient to compensate Ms B and Mr B for the impact of Ageas's poor handling of this claim. In order to fairly resolve this complaint, I think Ageas should pay Ms B and Mr B £200 instead."*

I asked both parties to provide any further comments or evidence they wanted me to consider before I reached my final decision.

Ageas responded to confirm it accepted my provisional conclusions.

Ms B and Mr B did not respond, and the deadline to do so has now passed, so I'm moving forward with my final decision.

### **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.

Ageas accepted my provisional decision, and Ms B and Mr B haven't provided any further response. So, in the absence of any new evidence or arguments to consider, I've reached the same conclusions outlined in my provisional decision – and for the same reasons.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Ms B and Mr B's complaint in part.

Ageas Insurance Limited must:

- Settle Ms B and Mr B's claim in line with their preferred method and the offer it has already made
- Pay Ms B and Mr B £200 compensation for the distress and inconvenience it has caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr B to accept or reject my decision before 20 October 2023.

Adam Golding  
**Ombudsman**