

The complaint

Mr and Mrs C have complained that Ageas Insurance Limited ('Ageas') declined their claim for storm damage under their home insurance policy. For the avoidance of doubt, the term 'Ageas' includes its suppliers, agents, and contractors for the purposes of this decision letter.

What happened

Unfortunately, the roof of Mr and Mrs C's home was damaged in November 2021. Mr and Mrs C reported the matter to Ageas being their insurers at the relevant time. Mr and Mrs C appointed a contractor and Ageas' loss adjuster visited the property towards the end of December 2021 when the contractor was progressing work. The work was carried out at the total cost of £2,200, however Ageas declined the claim for storm damage in August 2022. Mr and Mrs C were unhappy about the decision to decline, and the service provided by Ageas in relation to its claim-handling and challenged the decision to decline in February 2023. Ageas maintained its decision, although it offered Mr and Mrs C compensation of £250 for certain service delays.

Mr and Mrs C then referred their complaint to this service, however the relevant investigator didn't uphold their substantive complaint. He said that it was clear that the roof was old and that available historical photos showed previous repairs. He said that it was Mr and Mrs C's responsibility to validate their claim and they could have asked their roofer to take photos on their behalf. He felt there was evidence that the pointing of several hip tiles had deteriorated, including within the vicinity of a section that was covered by a tarpaulin. He concluded that there were pre-existing weaknesses for the storm winds to exploit. In summary, he wasn't convinced that the storm was the main cause of damage to Mr and Mrs C's roof.

As for delays, he noted that there were multiple periods where no action had been taken by Ageas' agent which he said had caused unjustified delays in reaching the claim decision. Nevertheless, he noted that some appropriate steps had also been taken in that period, and he felt that Ageas' offer of compensation for delays in the sum of £250 was fair.

As Mr and Mrs C were dissatisfied with the outcome of their complaint, the matter was then referred to me to make a final decision in my role as Ombudsman. In January 2024, I issued a provisional decision for this complaint and explained why I wasn't minded to uphold Mr and Mrs C's complaint as follows; -

'The key issues for me to determine are whether Ageas applied the terms and conditions of the policy, and generally treated Mr and Mrs C in a fair and reasonable manner. At this stage, I don't consider that it did, and I'll explain why. In reaching this provisional decision, I've also considered the parties' submissions as summarised below.

Mr and Mrs C said that they'd taken out insurance to cover such claims and that they'd paid their roofer £2,200 in good faith, on the understanding that Ageas would pay out the claim less the excess figure. They said that the Ageas' agent hadn't been able to attend until after the repair work had started. They said that they'd had to constantly follow up on the claim's progress. Following their complaint, they felt that the information received from Ageas had been conflicting and very confusing.

In August 2022, Mr and Mrs C had been asked to provide photos of the roof, but they knew they didn't have any and didn't think of taking photographs of the roof prior to the storm and hadn't been asked to take any after. They said that they found it 'totally unacceptable that they have used a photo image from...2012 which is badly pixilated.' Mr and Mrs C said that the agent also spoke to, and asked questions of the roofer, and they therefore questioned why he hadn't asked the roofer to lift the tarpaulin and take a photograph. They said their roofer had carried out maintenance over the years to ensure the roof was in a good state. They explained that the roofer had carried out a temporary repair using cement and foam before the agent arrived.

Mr and Mrs C said they'd pursued the complaint to help others in future, as they felt that what had happened was very unfair and confusing with different professionals involved and changes of email addresses. They said that the whole episode had been 'traumatic, time consuming and frankly unbelievable'. They'd felt reassured that the agent had been able to speak to the roofer and 'never expected to go through the time wasting and then the additional stress of this claim.' Mr and Mrs C also explained that they were both suffering from health issues.

Finally, as to the central question and whether storm conditions were the main cause of the damage, they said that the storm (storm Arwen) was unprecedented. They said it damaged most of the roof tops in their street and surrounding area. They added that neighbours had tiles replaced a few months before the storm, but these came away with the force of the storm, 'Therefore we truly believe the damage to our roof was caused by the storm.' They added that they had no issues before this, with no leaks or marks inside the property.

I now turn to Ageas' submissions regarding this matter. It said that Mr and Mrs C submitted their claim in December 2021 for damage they suspected had occurred during the storm at the end of November 2021. It's agent's visit took place at the end of December 2021 and a validation report dated August 2022 recorded that hip tiles had been dislodged and collected by the customer. It also said that other areas of the hipped roof had expanding foam injected into gaps around the pointing but didn't appear to have moved during the storm.

It recorded that, 'It was not possible to inspect the area of roof which is damaged due the tarpaulin cover in place. A report/photos had been requested from the customer in order to consider validation. No works to the uncovered sections of the roof to be considered under the claim for storm due to pre-existing condition prior to the DOL showing deterioration of the materials many years prior as evidenced by Google Streetview. The same imagery also confirmed missing hip tiles to the section of roof now covered by the blue tarpaulin and therefore the claim will be repudiated in full.' It acknowledged that there had been mitigation actions, being the temporary covering placed over the roof and temporary roof repair.

Ageas also referred to the terms and conditions of the relevant policy and said that it didn't consider that damage had been caused by an insured peril. It considered that the damage had been caused by age-related wear and tear. It explained that the insurance policy didn't extend to making enhancements or performing maintenance to the property and as such, was unable to assist with the repairs or damage to the property. On this basis, Ageas declined Mr and Mrs C's claim. It said that its agent had then give Mr and Mrs C the opportunity to obtain and provide evidence to support their claim. However, Mr and Mrs C subsequently sent an invoice without photographs. It therefore maintained its decision to decline, as it considered that there was no evidence of any storm damage.

Finally, it said it had upheld the complaint regarding the timescales in providing its decision to decline the claim. It agreed that the delays were 'abnormal and not acceptable.' It found that this was due to the relevant claims' handler leaving the agent's company. It therefore apologised for the considerable delays between February 2022 and August 2022 and

offered compensation of £250.

Ageas helpfully provided file notes regarding the claim. These recorded that it had issued a supplier instruction in December 2021 stating, 'Full inspection is required'. It also recorded that on the relevant date there had been 60 mph storm force gusts and severe gale force gusts. They recorded that its agent had initially left the claim open rather than declining [it], to give Mr and Mrs C an opportunity to obtain and send supporting evidence as some of the roof was covered by a tarpaulin. It accepted that Mr and Mrs C had attempted to e-mail the relevant agent in August 2022, however, 'due to a typo the email did not reach us. Customer resurfaced in January requesting evidence of how we came to our decision.' The notes also recorded occasions on which Mr and Mrs C phoned for an update as they hadn't heard anything for a while, as well as several occasions when Ageas had to chase its own agents, with no response. Finally, they recorded that the agents had requested the roofer's invoice and that, if needs be, they could then contact him to confirm cause of damage.

The starting point for determining complaints of this nature will be the terms and conditions of the relevant policy as they form the basis of the agreement between customer and insurer. Here, the policy booklet clearly highlights that one of the main reasons it won't pay a claim is that the damage is due to general wear and tear, poor design, or workmanship. Whilst storm damage is covered in principle, it also states 'We won't pay for claims that are a result of wear and tear or anything that happens gradually...We also won't pay claims for repairs that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents, and your policy is designed to only cover you for things that you couldn't have reasonably prevented. You must also deal with a problem as soon as you become aware of it.' The policy booklet defines storm damage as follows; 'By a storm, we mean strong winds of over 55mph...'

Insurance policies don't provide cover for all eventualities, and home insurance generally provides cover for damage caused by a specific one-off event listed in the policy. In this respect, this service has a settled three-stage approach to insurance claims for storm damage. We firstly consider whether storm conditions occurred when the damage was said to have happened. The second issue to determine is whether the damage claimed is consistent with damage which a storm typically causes. The third question for determination is whether the storm conditions were the main or predominant cause of the damage. 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 as defined in the policy. Ageas' own records indicate that there were gusts of 60mph on the relevant date. On the second question, I'm satisfied that roof damage of this nature is consistent with a storm event. In this case however, it's the third question which is critical to determination of the matter.

Unfortunately, the evidence is not as clear as it could be. Ageas' validation report states that inspection of condition had been impossible on the date of the visit due to the presence of a tarpaulin covering a section of the roof. The agent instead relied on historical street-view images from 10 years previously and said that this showed missing hip tiles on the section of roof, as well as deterioration of the materials on the roof. Mr and Mrs C were unable to produce more recent photographic evidence to show the condition of the roof prior to the storm event. Their roofer's invoice also provided limited information and did not provide a clear opinion as to the cause of damage, although it implied that this was due to storm. It stated that the damage was caused between two dates when storm Arwen occurred. It then described the work carried out and which resulted in the invoice for £2,200.

This is a finely balanced case and I recognise that it's likely that there was a combination of factors at play, that is storm conditions and some age-related wear and tear. I consider that it likely that the strength of the storm at the end of November 2021 did dislodge tiles from the roof which was already suffering from some wear and tear. The judgment I must reach

however, is what was the predominant cause of damage in this case. Did the storm merely highlight existing wear and tear, or was the storm so extreme that it would have dislodged tiles in any event? In such circumstances, we usually find expert reports to be persuasive in the absence of clear and cogent evidence to the contrary.

In this case the roofer hasn't provided such evidence and reasoning to support his conclusion that the damage occurred over the relevant timescale. However, Ageas' expert report is also seriously lacking in several respects. I don't consider that the agent carried out a full inspection as instructed. The identity of the author and their qualifications isn't included in the report. It makes it clear that a key part of the roof hadn't been inspected and it refers to street-view images from 10 years prior to the storm event. It doesn't specifically comment upon signs of wear and tear at the time of inspection, apart from noting that, 'in the main' the hip tiles did not appear to have moved in the storm.

I consider that it would have been entirely reasonable for the agent to have checked the damage under the blue tarpaulin for himself. There was scaffolding in place and so the area was accessible, and the small tarpaulin sheet appears to have only been held down by clamps. In addition, I accept what Mr and Mrs C have said that the roofer was on site when the agent attended, and he could have asked the roofer to assist. I'm also persuaded that the agent had spoken to the roofer and indeed the case notes referred to a possible need to discuss issues with the roofer. In the circumstances, it's surprising that his report has made no mention of any discussion about cause of damage. As to the street-view images, I consider that these are too old to provide meaningful evidence of the condition of the roof. In any event, I'm not persuaded that they showed any clear defects or missing hip tiles.

On the other hand, I note that there is evidence to suggest problems due to the age and condition of the roof. From the photos attached to the report, I consider that some tiles appear to be uneven and unsecured in places and that the pointing around the hip tiles seems to have deteriorated. Mr and Mrs C said they'd engaged in renovation works to their property which had cost a considerable amount of money. It isn't clear whether this included roof renovations. If so, this may indicate that the roof was reaching the end of its useful life. Mr and Mrs C had also candidly stated that the roofer had been working on roof issues over the years, and the need for repairs from time to time is also likely to indicate the same.

In the circumstances, I must reach my provisional decision on the available, inconclusive evidence. This therefore requires a judgment as to what is likely to have occurred on the balance of probabilities. My provisional conclusion is that the predominant cause of damage was the severe wind gusts presented by storm Arwen in the area. This is due to the exposed position of the affected area at the edge and corner of the roof. Also, I find Mr and Mrs C's evidence to have been candid and straightforward and I'm persuaded by their submission that neighbouring properties suffered similar damage following the same event despite recent renovation works. I'm also persuaded that the filler and foam between the hip tiles had been recent and a temporary mitigation action following the storm as conformed in the agent's report.

I'm also persuaded why Mr and Mrs C quite reasonably hadn't thought to take photos prior to the storm. The agent's request to provide these was only made well after the event and following the initial decision to decline the claim. Ageas' expert had already been on site and taken photos in December 2021. The notes show that Mr and Mrs C promptly sent their roofer's invoice after being requested to do so by Ageas and I don't consider it was fair to expect them to provide anything else on a retrospective basis, many weeks after the storm event had taken place and where Ageas had accepted that there had been unacceptable delays in its own processes. I consider that Mr and Mrs C reasonably expected that Ageas would diligently look into the claim at the outset and make all reasonable enquiries at that time and to respond quickly if it was minded to decline Mr and Mrs C's claim. I have not been

provided with records of any telephone calls at the beginning of the claim to indicate otherwise and I consider that they were led to believe that the claim was being processed.

As to Mr and Mrs C's complaint regarding delays, I can see from the case notes that there had been very significant delays and lack of communication with the customers between early December 2021 and the end of August 2022. Ageas accepted that the delays by its suppliers were unacceptable and abnormal, and it upheld this part of Mr C and Mrs C's complaint. In response, it apologised and confirmed it would provide feedback to improve the service for the future. I agree with the investigator however that £250 in compensation was within the range the service would expect to be paid for delays of this nature.

In my provisional decision, I asked both Ageas and Mr and Mrs C if they had any further comments or evidence that they would like me to consider before I made a 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.

No further submissions or evidence has been supplied by either Ageas or Mr and Mrs C in relation to the provisional decision issued in January 2024. In the circumstances, it appears that both parties have accepted the outcome.

In the circumstances, I consider that the provisional decision provides a fair and reasonable outcome and I uphold Mr and Mrs C's complaint as follows.

My final decision

For the reasons given above, I uphold Mr and Mrs C's complaint and require Ageas Insurance Limited to do the following in response to their complaint:

- To reimburse Mr and Mrs C £2,200 less the relevant excess amount, on production of a receipted invoice for the same, and within 28 days of their acceptance of a Final Decision.
- To pay interest on this sum at the annual rate of 8% simple interest from the date of payment of the above invoice to the date of settlement.
- To pay the sum of £250 in compensation if this hasn't already been paid to Mr and Mrs C.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 21 March 2024.

Claire Jones
Ombudsman