

## **The complaint**

Mr and Mrs R complain that Ageas Insurance Limited has declined a claim for storm damage to their home.

This complaint involves agents for whom Ageas is responsible. Any reference to Ageas includes its agents.

## **What happened**

This dispute is well known to the parties so I won't comment in detail here. But for brief context in keeping with the informal nature of our service:

- Part of Mr and Mrs R's flat roof was torn off during high winds.
- Agreeing that there may have been storm conditions, Ageas sent a surveyor to assess the damage. The surveyor's opinion was that the roof had failed because of deterioration and improper construction.
- Mr R disagreed. He didn't think the surveyor had understood the roof's construction. He criticised the surveyor's reasoning and questioned his qualifications. He provided his own evidence and explanations, as he holds significant expertise in this area. He also raised issues with the service he'd been given.
- Ageas issued its final response and didn't change its stance. But it did discuss the matter with Mr R for several weeks and developed its reasons for declining the claim.
- When things weren't resolved, Mr and Mrs R referred their complaint to the Financial Ombudsman. Our investigator didn't think the complaint should be upheld, so it's been passed to me to make 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.

I've summarised the background of the complaint. This is not intended as a discourtesy. I'd like to reassure the parties that I've read everything that has been provided. Having done so, I'm not upholding the complaint for broadly the same reasons as our investigator.

I know this will be upsetting for Mr and Mrs R and I'm sorry about that. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Our approach in cases involving storm damage requires me to ask three questions:

1. Was there a storm?
2. Is the damage consistent with that caused by a storm?

### 3. Was the storm the main (proximate) cause of the damage?

Ageas accepted that there may have been storm conditions at the time, and damage to a flat roof isn't uncommon during a storm. So, I've focused on the evidence and arguments put forward about the main cause of the damage.

Ageas's surveyor put forward his reasons for declining the claim, and Ageas reproduced the surveyor's findings in its final response. Mr R has raised what I think are fair challenges to some of those findings. However, Ageas sought further input from its technical team and changed the focus of its rationale. Mr R doesn't think this is fair. He would like me to consider the original reasons Ageas gave. But it isn't uncommon for the parties to develop their arguments over time. I'm required to consider what's fair and reasonable in all the circumstances of the complaint – which includes all the evidence and arguments presented to me. I'm satisfied Ageas shared its current reasoning with Mr R, and Mr R provided detailed comments in response. So, I think it's fair for me to consider it.

Mr R's original flat roof is of chipboard and felt construction and a fibreglass roof was installed over the top of it around 15 years ago. Ageas doesn't think the fibreglass roof should have been installed over the existing chipboard. It thinks the chipboard has degraded over time. And it believes that this caused the roof to fail, and not the storm. This is supported by a section of the surveyor's findings, as follows:

“As the chipboard deck has deteriorated to a heavily decayed condition, all structural integrity is lost leaving the GRP covering susceptible to lifting during periods of elevated winds. A new deck should have been utilised at time of construction.”

To support its argument, Ageas has provided evidence from the manufacturer to show that the roof should not have been installed over chipboard. The manufacturer's website says as follows:

“Does the existing roof covering have to be stripped before installing Dryseal?

If the roof substrate is in good condition and is suitable for mechanical fixing (i.e. steel, concrete, timber, plywood or Sterling Board) Dryseal can be fixed over the existing coverings and insulation. Pull out tests may be required to ascertain the frequency and security of fixings. NOTE – ‘Stramit’ compressed straw board decking and chipboard are NOT suitable to be mechanically fixed over. They are unlikely to remain serviceable for the life of the Dryseal system. [Emphasis mine]

Mr R believes that his roof was installed correctly, and I've considered what he's said about this. But it isn't in dispute that the roof was installed over chipboard. The manufacturer has specifically warned against installing over chipboard – which I think is the crux of the matter.

Mr R has said his roof fixings were installed through the chipboard and into the timbers, so he doesn't think the chipboard is relevant. But I find the clear warning provided by the manufacturer that its product should not be installed over chipboard to be more persuasive as to how the roof should have been installed.

Mr R has said the roof would have been inspected by planning agents and could have only been installed by a manufacturer-approved contractor. I haven't seen evidence to show the roof was inspected or at what stage and to what extent an inspection would have taken place. I also haven't seen evidence to show the contractor was approved by the manufacturer. But even if they were, I would still need to see an explanation of why they went against the manufacturer's instructions.

Regarding the quality of the chipboard roof, I've considered what the parties have said about this. I'm more persuaded by Ageas's view that it looks degraded. But even if it isn't, chipboard is not one of the substrates that the manufacturer considers suitable. They say this is because chipboard is unlikely to remain serviceable for the life of their product, which I take to mean that it is likely to degrade. This is in line with what Ageas believes to have happened and in line with the observations of its surveyor.

Mr R has said a roof like this should last for 30 years. But the fact that it has failed in half the time I think provides further support that it was not installed correctly. So, I'm persuaded by Ageas's position – that poor design and workmanship was more likely the main cause of the damage.

Mr R has said the storm section of his policy only requires there to have been a storm and only excludes water ingress due to poor workmanship. But Mr R's policy has a general exclusion for poor workmanship that applies to all sections – including storm. This is highlighted on page four, where it says:

- “Some of the main reasons we won't pay all or part of a claim are:
- The damage was due to general wear and tear, poor design or workmanship.”

This is a standard exclusion found in most home insurance policies so I don't find it unusual. Mr R has said his property suffered some water ingress, but the exclusion applies to this too.

I know this will be deeply disappointing for Mr R I'm grateful for the detail and explanation he's provided to our service during the investigation. But I don't think it would be fair and reasonable for me to tell Ageas to pay the claim.

Regarding the service issues, I understand the surveyor arrived a little earlier than scheduled. I appreciate this would have been disappointing for Mr R. But the surveyor was granted access to the property by Mrs R who was a joint policyholder. I don't think it was unreasonable for the surveyor to complete his review without waiting. I also don't think it's unreasonable that the surveyor was not chartered. This isn't unusual. And even if they had been chartered, I think it's likely that the eventual outcome would have been the same.

Ageas did experience some delays responding to Mr R, but I don't think this materially delayed the matter or caused meaningful distress or inconvenience. So, I won't be awarding compensation.

I understand Mr R hasn't been provided with a copy of the surveyor's report. Ageas has said this isn't standard practice. But I can see Ageas has reproduced the relevant parts in its correspondence with Mr R, and Mr R has provided detailed comments in return. So, I don't think he's been disadvantaged.

Once again, I'm sorry to give Mr and Mrs R unwelcome news. But I won't be telling Ageas to do anything further.

### **My final decision**

For the reasons set out above, I do not uphold Mr and Mrs R's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 4 December 2024.

Chris Woolaway  
**Ombudsman**