

The complaint

Mrs M complains Ageas Insurance Limited has unfairly declined her buildings insurance claim.

Mrs M is being represented by Mr S, so I may refer to him below where necessary.

All references to Ageas also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 do appreciate Mrs M feels very strongly about what has happened, and she does have my natural sympathy for the position she has found herself in. I want to assure her I've considered everything both her and Mr S have said carefully in reaching my decision.

However, having done so, I agree with the conclusions reached by our investigator. I know this will come as a disappointment to Mrs M, but I'll explain why.

It's not disputed that storm conditions were present in January 2024, when the felt came off the roof. But what I must consider here is whether this was the underlying cause of the damage – or whether the roof has suffered from wear and tear and the storm has merely served to highlight this.

Mr S, a roofer by trade, said Ageas' Surveyor's conclusion was wrong. He said had this been the case the roof would've been leaking, which it wasn't.

Mr S said the roof was fully bonded and this would have ensured the felt remained intact except for strong winds or physical removal. So the damage wouldn't have occurred without the storm..

Mrs M had the felt replaced on the roof around 18 years ago and Mr S pointed to other roofs, not fully bonded, that have remained intact longer.

In its report, Ageas surveyor said the remaining felt on the roof had shrunk and this has opened the joints between the overlaps, allowing water to get in and caused it to lose adhesiveness. Ageas provided several photos in its report of the roof which do appear to show openings. Other photos do appear to show the felt is showing signs of general deterioration. And these don't appear to be consistent with the type of damage you'd often see from high winds.

So, considering everything available to me, I'm more persuaded by Ageas' opinion that the roof has suffered from wear and tear.

While I consider Mr S's comments regarding other roofs, we must consider individual circumstances here – and having reviewed matters I'm persuaded the photos of the condition of *this* roof are consistent with what Ageas have said. So, I'm more persuaded the underlying cause is due to wear and tear. While it's not disputed storm conditions were present, I'm not persuaded it was the proximate cause of the damage, but that it highlighted it.

I can see from the policy that damage related to wear and tear is excluded from cover. This isn't uncommon and is included in most policies. While I appreciate Mrs M and Mr S's comments, I don't think Ageas have acted unfairly in declining the claim for the reasons it has. So, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 2 January 2025.

Michael Baronti
Ombudsman