

The complaint

Mr and Mrs W are unhappy that Ageas Insurance Limited (“AIL”) declined their roof damage claim.

The buildings and contents insurance, underwritten by AIL, was in joint names. For ease of reading, and because he brought the complaint, I’ll refer just to Mr W throughout my decision. Any reference to Ageas should be taken to include its agents.

What happened

In November 2023, Mr W made a claim under his policy for damage to his roof and ceiling caused by water ingress. AIL considered the claim under the storm peril. On considering the weather data for the 30 days leading up to the claim, AIL said the weather didn’t meet the policy definition of a storm. So it declined Mr W’s claim under the storm damage peril.

Mr W said he would need to look at the damage from a different aspect because he thought his policy provided cover for water damage regardless of the weather at the time. He provided AIL with a photograph of the damage. AIL couldn’t identify a pipe in the photo, so it didn’t think the damage was caused by a burst or leaking pipe. Unhappy with its decision, Mr W complained to AIL.

AIL looked into Mr W’s complaint but it maintained its decision. In the absence of any evidence to show there’d been a storm, or any other cause of the damage, AIL said it was more likely than not that ongoing poor weather had simply highlighted an existing maintenance need. AIL declined Mr W’s claim because there was no evidence of an insurable event.

Still unhappy with AIL’s response, Mr W brought his complaint to us.

One of our investigator’s looked into Mr W’s complaint but she didn’t think AIL had done anything wrong. She said it declined the claim fairly for the reasons it gave, and she didn’t think the policy provided the cover Mr W thought it did. Our investigator said Mr W could provide AIL with further evidence to support his claim if he still thought it was covered, but she didn’t think AIL needed to put anything right in respect of this complaint.

Mr W didn’t agree and he wanted someone else to look at his complaint. In particular, Mr W said the *“whole issue is based on the weather and is totally nebulous”*; he wanted the *“met office to confirm there [sic] scale of geometric plot for a forecast to the nearest sq meter [sic]”*, and he would only accept responses to his complaint from *“qualified construction personnel”* and a *“qualified meteorologist”*.

Our investigator explained the remit of our service to Mr W and the complaint was passed to me to decide.

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.

Having done so, I've decided not to uphold Mr W's complaint.

For clarity, I'll explain my role. I'm not a qualified expert in construction or meteorology – nor am I required to be. My role is to look at the evidence provided by both Mr W and AIL and decide, taking into consideration the relevant law, regulations and industry best practice, whether AIL handled Mr W's complaint reasonably and fairly. It's not my role to assess his claim, or to try to identify what caused the damage. I'm simply looking at whether AIL treated Mr W fairly when it looked into his claim.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

I've listened to the call recording of Mr W first making his claim. He described the damage as a leak in his roof which had caused the ceiling to come down. The roof was made of fibre glass and Mr W confirmed it had a split in it, although he didn't say how the damage occurred. AIL said it would look at the weather conditions to determine whether the claim could be classed as storm damage.

AIL told Mr W that the weather in the 30 days prior to his claim didn't meet the policy definition of a storm so it couldn't assist with his claim. The policy sets out the detail of the contract between Mr W and AIL, so I've looked at the wording alongside the weather data provided. Having done so, I'm satisfied that AIL declined the claim in line with the policy wording.

Mr W presented photos showing the damage, but AIL didn't identify any cause that might be covered under the policy. I note that Mr W said he'd had a structural report done. I asked to see the report, but Mr W hasn't made that available. Nor has he said how he thinks the damage happened. It's Mr W's responsibility to show that the damage was caused by an insured peril and, on balance, I don't think he's done that here. Therefore, I'm satisfied that AIL fairly and reasonably declined his claim because there was no evidence of an insurable event.

I've looked at whether AIL handled Mr W's claim promptly, and I'm satisfied that it did. Mr W made his claim a week after he noticed the leak and when his ceiling came down. AIL checked the weather data and declined the claim during that first call. Although Mr W continued to seek cover under his policy, I can't see anything in the evidence to indicate AIL failed to respond promptly. Therefore, I find that the evidence indicates AIL handled Mr W's claim promptly in the circumstances.

I understand Mr W is unhappy that his policy doesn't provide the cover he thought it did. Our investigator explained that he'd need to complain to the business from which he bought the policy if he thinks it was mis-sold. Therefore, I make no finding in respect of this part of his complaint.

In summary, I'm satisfied that AIL declined Mr W's claim fairly, for the reasons it gave, and in line with the policy wording. Should Mr W identify the cause of the damage and believe it is covered under his policy, he may wish to provide evidence directly to AIL.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W

to accept or reject my decision before 12 November 2024.

Debra Vaughan
Ombudsman