

The complaint

Mrs D and Mr D have complained that Ageas Insurance Limited unfairly declined part of a claim under their home insurance policy for storm damage.

What happened

Mrs D and Mr D made a claim to Ageas for storm damage after three tiles slipped from the roof at the front and a large piece of cement fell off from the roof verge at the back of their property. Ageas arranged for a contractor to repair the tiles. It also sent a surveyor to inspect the damage.

In the light of the surveyor's report Ageas said it wouldn't accept responsibility for repairing the roof verge as its surveyor thought the cement had gradually failed.

Mrs D asked Ageas to reconsider. Ageas said it was clear from images online that the verge of the roof had been repaired since 2018. It thought the images showed that the soffit board was debonding from the verge and the verge was showing signs of wear and tear indicating that the previous repair had failed. It didn't change its decision to decline this part of the claim.

Mrs D and Mr D brought their complaint to this service. Our Investigator didn't uphold the complaint. He didn't think it had been shown that a storm had been the main cause of the damage to the roof verge.

In response Mrs D made the following points:

- The Investigator's view was based on an opinion rather than a further survey.
- They'd not been made aware that any work carried out on behalf of a previous owner wouldn't be covered.
- There was no definitive proof that the new mortar had failed to bond and/or gradually eroded.
- Ageas could at least offer to pay half the cost as a goodwill gesture.

As Mrs D and Mr D didn't agree, the matter has been referred to me.

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.

In considering this type of complaint, there are three questions we usually ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. It's not in dispute that there was a storm in the area near the property around the relevant time.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. I think it is. Tiles are often caused to slip by storm force winds and similarly mortar can become loose.

The last question we normally ask in this sort of complaint is whether the storm was the main cause of the damage. In deciding this, I usually rely on expert evidence. In this case I note that Ageas's surveyor thought the main cause of damage was the cement having become cracked over a gradual period of time rather than the storm. He said this was due to inadequate works having been carried out previously where the cement had been retouched or repaired. He took several photos inside and outside of the property. He thought these showed two different types of verge cement on the gable end of the property. One type looked greyer than the rest and had failed. The older cement looked as though it was failing due to age.

In my opinion the photos taken by the surveyor support his findings. The photos of the verge aren't very clear but I can see that there is a change of colour in the verge cement. Ageas was entitled to rely on its surveyor's report to decline the claim for the damage to the roof verge and I don't think it was unreasonable for it to do so.

I have considered Mrs D's further comments, Whilst I understand the points she is making, she hasn't provided any new evidence in relation to the claim.

Ultimately it's for the insured to show that an insured event (in this case, a storm) was the main cause of the damage. Unfortunately for them, I don't think Mrs D and Mr D have thrown sufficient doubt on the surveyor's conclusions to make me think that Ageas should change its position on this or even make a goodwill gesture of some sort towards them.

Work carried out by a previous owner isn't automatically excluded from cover. The policy does exclude "*wear and tear or something that occurs gradually over a period of time*". This is a common exclusion which I don't think is unfair.

I'm only deciding this case on the balance of probabilities, not beyond reasonable doubt. In other words, I'm looking for evidence as to the most likely cause of the damage. Based on the surveyor's evidence I think Ageas has shown it is more likely than not that the storm highlighted pre-existing maintenance issues with the cement rather than being the predominant or main cause of the damage. It follows that I think its decision to reject this part of the claim was fair and reasonable.

My final decision

For the reasons set out above, I do not uphold this complaint.

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

Elizabeth Grant
Ombudsman