

The complaint

Mr and Mrs G complain that Ageas Insurance Limited (Ageas) declined a claim they made under their buildings insurance policy.

Mr and Mrs G are both party to this complaint. But for ease of reference, I've referred to Mr G throughout my decision.

What happened

Mr G held home insurance with Ageas. In October 2023 he contacted them to register a storm damage claim against the policy. Ageas rejected the claim for roof repairs as it said there was no storm conditions present on or around the date of loss. But it agreed to cover the internal damage under the accidental damage section of the policy.

Mr G raised a complaint about the claims decision as he felt he was being treated unfairly. Ageas reconsidered its position and agreed to appoint a surveyor and went on to decline the claim in full, including the internal damage.

Ageas acknowledged it caused some delays in the way it handled the claim and paid Mr G £300 in compensation for the trouble and upset caused. Mr G remained unhappy and referred a complaint to this Service.

Our Investigator considered the complaint but didn't recommend it be upheld. She said Ageas had acted in line with the policy terms when it declined the claim. And the £300 it offered was fair compensation for the trouble it had caused. Mr G rejected our Investigators findings, so the complaint has been referred to me for 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.

Claims decision

Mr G's policy provides cover for damage caused by a range of perils that might happen. These are specific one-off events that are listed within the policy. Ageas seems to have considered Mr G's claim under the storm section of the policy. But it declined the claim by mentioning wear and tear/ gradual deterioration and water entering the home due to wear and tear. But, by the time Ageas issued its final response on Mr G's complaint, it had dropped the first two reasons and said there were no storm conditions on or around the time of loss.

As Ageas has said the damage being claimed for isn't the result of a storm and was more akin to wear and tear, I've considered whether the damage was caused by storm- and whether the claim falls under this peril.

But Mr G also has accidental damage cover. And I can't see Ageas considered the claim under this section, which I think it should have done. But given Ageas's comments around the damage being caused by wear and tear, these seem to imply Ageas thinks the damage wasn't the result of an accident. So, I've gone on to consider whether the claim should be covered under either section of the policy. I'll address each in turn.

Storm

There are three conditions that need to be met before this Service would say a claim for storm damage should succeed. Those are:

- 1) Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- 2) Is the damage claimed for consistent with that we generally see as storm damage?
- 3) Was the storm the main cause of the damage?

Mr G's policy defines storm as *"strong winds of over 55mph, or damage by extreme rain, snow or hail. Rainfall is extreme if more than an inch falls in an hour..."*

The maximum gusts from the weather station within 6 miles of Mr G's property was 33 MPH. I don't consider this supports storm conditions were present on or around the time Mr G reported the damage. Rainfall from the station the same distance away of the property recorded 4.8 mm of maximum hourly rainfall. I don't consider this supports a storm was present around this time either. As I'm satisfied the weather station reports are a reasonable guide to the likely weather conditions at the property, and as I haven't seen any other information that might challenge the accuracy of the reports, it follows I find the answer to question one is "no". So, I'm satisfied Ageas fairly declined the claim for both the internal and external damage under the storm peril. And I don't need to consider parts two or three of the above test.

Accidental damage

Mr G's policy also provides cover for accidental damage. But I can't see Ageas properly considered the claim under this section. That's disappointing. Instead, it simply referred to a section of the policy that said it didn't cover damage *"to the inside of your building if the water gets into your home because of...wear and tear"*. But this exclusion only relates to the storm section of the policy. As the insurer, who's the expert on the matter, I'd expect it to fairly assess a claim under all sections of the policy, not just the one the consumer refers to when logging a claim. It shouldn't be for the consumer or this Service to tell an insurer what aspects of the policy a claim should be considered under. That's the role of Ageas.

As Ageas has failed to engage with the accidental damage section, I've gone on to consider whether the definition of accidental damage has been met – and whether the claim should be covered under this section.

Mr G's policy explains 'accidental damage' is something *"unexpected, unintended, caused by something sudden and which is not deliberate."*

Mr G has provided a report from a roofing specialist to support his position. I've carefully considered this. The roofer explains it was an ingress of water following bad weather that caused the damage, as well as setting out the level of damage sustained. However, the report remains silent on how the water entered the home.

The surveyor, appointed by Ageas, who inspected Mr G's home gives his opinion on this. He says, "*the roof is covered with moss which is growing into the joints of the tiles allowing water into the building*" And the photos they provided support that. There doesn't appear to be any damage to the roof that may have occurred by an accident as defined by the policy.

And as there doesn't appear to be any damaged or dislodged tiles that would have allowed the water to enter the property, it seems the ingress of water is the result of a build-up of moss allowing the water to seep through.

While I accept Mr G's feelings on the matter, I've not seen any other possible cause as to how the water entered the home. And as I consider the surveyor to be suitably qualified to give such opinion, I find on balance, the damage happened overtime. And not something that happened suddenly like the policy requires. It follows, I don't think the claim is covered under the accidental damage section.

Customer service

Mr G is unhappy with the level of service he received from Ageas throughout the claims process. In particular, he's unhappy with the delays in appointing a surveyor and the communication throughout. I haven't detailed everything here – but I've considered everything Mr G has said about the impact on him.

Once Mr G logged his claim he received a letter from Ageas confirming it was looking into things. It included a frequently asked questions document which explained Ageas would appoint a surveyor to inspect the damage as soon as possible. Although Ageas was able to assess the claim without the use of a surveyor and as I've set out above, I think that decision was fair, this wasn't adequately communicated to him. And I think this led to some confusion and delays in progressing the claim.

As I set out above, Ageas was going to accept the claim for the internal damage to the property. And it asked Mr G to provide a quote for the repairs. He did this but Ageas didn't receive it. He says had Ageas reviewed this documentation sooner, it would have paid for some of the repairs to his home. While I appreciate Mr G's point of view on the matter, I'm satisfied Ageas is entitled to review matters and reconsider its position based on the information available. And as I'm satisfied the damage isn't the result of a one-off event, I can't reasonably direct Ageas to cover the claim. However, I do acknowledge when Ageas changed its position it would have caused Mr G a loss of expectation which would have caused undue upset and frustration. I also think Ageas should have progressed things sooner, it didn't, and Mr G had to chase Ageas more than he needed to. I think this would have caused some trouble and upset over and above what I'd expect to see during a normal claims process.

Ageas recognises the service it provided was left wanting. And it paid Mr G £300 in compensation for the trouble and upset caused. I'm satisfied this amount is a suitable sum to recognise the impact of Ageas' poor communication and the delays caused. Therefore, I make no further award.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 28 March 2025.

Adam Travers
Ombudsman