

## **The complaint**

Mr and Mrs C complain that Ageas Insurance Limited (Ageas) has unfairly refused a claim they made on their home insurance after a storm.

## **What happened**

Mr and Mrs C realised that some tiles had come off their roof after a storm. They approached Ageas about this, and Ageas agreed to consider their claim. Ageas sent a specialist out to look at the damage. He concluded that the roof wasn't in the best condition generally, and that the storm had highlighted already existing wear and tear.

Mr and Mrs C didn't agree and complained. Ageas didn't change its position so Mr and Mrs C asked us to review the complaint.

Our investigator said that he was persuaded that the report and photos provided by Ageas showed wear and tear and that the claim had been fairly refused. Mr and Mrs C sent some further evidence – from their roofing contractor – which said the roof had been in good condition the previous year when he'd inspected it. Ageas sent this new information to its specialist who made some further comments supporting his original conclusions.

Based on this Ageas again said it wouldn't meet the claim. Our investigator again thought that was reasonable.

Mr and Mrs C don't agree and I've been asked to decide this complaint.

## **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'm not going to uphold this complaint. It's for much the same reasons as our investigator gave, but I'll explain my reasoning.

There's no dispute that there were storms around the time Mr and Mrs C noticed the slipped tiles. And slipped tiles are the sort of damage that can be caused by a storm. The only contentious issue here is whether this particular damage was caused solely by a storm – or whether there were other contributing factors that mean Ageas can fairly refuse to meet the claim.

It's reasonable for Ageas to rely on the results of specialist reports it commissions when deciding if it should meet a claim. It's also fair that Ageas consider all the information it receives – so Ageas did the right thing when it agreed to look at the new evidence provided by Mr and Mrs C's roofer.

Ageas sent that to the writer of the original report – and he came back to say that his opinion was unchanged. He pointed to photos that showed general wear and tear and a lack of maintenance, especially around the edges of the roof and associated fascias.

He also commented on the fact that ridge tiles needed re-pointing, which suggested a need for maintenance and that a chimney was in a poor state of repair. Mr and Mrs C explained why the latter was so, and that as the chimney wasn't part of the claim its condition shouldn't be included. I agree with that, so I haven't taken the chimney into account when reaching my decision.

I've looked carefully at what's been said – and photographed – by both parties. And I'm more persuaded that there was pre-existing wear and tear than that the roof damage was caused solely by the storm. The photos do show missing filler around the edges of the roof and fascias that require maintenance. I'm also aware that needing ridge tiles re-pointing is generally a maintenance issue.

Taking everything into account I think Ageas reached a fair conclusion. It follows that I cannot uphold this complaint.

### **My final decision**

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 10 March 2025.

Susan Peters  
**Ombudsman**