

The complaint

Ms M complains that Ageas Insurance Limited (Ageas) has unfairly refused to meet a claim she made after her roof was damaged by a storm.

What happened

In late January 2024 Ms M found that the flat roof on her property had been damaged after a storm. There was also internal damage from water getting in. She contacted Ageas who agreed to consider her claim.

Ageas appointed a specialist company to deal with the claim. Their surveyor visited and examined the damage using a drone. He also had photos Ms M had taken before she'd had temporary repairs done to prevent further damage. The surveyor concluded the rubber roofing had been partly blown off, which had damaged the roof and internal rooms. There was no suggestion that there was any pre-existing damage that a storm might highlight. They recommended Ageas appoint a flat roof expert to check that the roof had been properly installed, as they couldn't determine that during the visit.

A second visit was arranged, coincidentally by the same surveyor. There was no change to his conclusions.

A builder attended the property and measured up for repairs. He told Ms M that her claim had been agreed. The builder asked her to pay the excess required on her policy, which she did.

Ageas decided, at the end of April, that it wasn't going to meet the claim, primarily because it didn't think there had been a storm. Ms M complained but Ageas wouldn't change its position. It did send Ms M £200 to make up for the distress caused when Ms M was told both verbally and in writing that the claim would be met

She asked us to review the complaint.

Our investigator thought Ageas hadn't been fair. She noted that at no point in either of the first two visits did the surveyor say he thought there was pre-existing damage. And she also noted that, although a specialist hadn't checked that the roof had been installed correctly in 2013, the company managing the claim said that any installation problems would likely have come to light before now, and that roofs like this had an average lifespan of 25 years.

Our investigator reviewed weather reports from the period immediately before the claim, which she believed showed wind speeds consistent with Ageas' definition of a storm.

She recommended Ageas meet the claim (including the internal damage) and pay an additional £200 to make up for the way Ms M had been treated.

Following on from this, Ageas asked its claim manager for more comments on the state of the roof. This time there were comments about possibly pre-existing repairs and reasons given about how the roof could have become damaged over time.

Ageas believes this strengthens its reasons for refusing the claim, although it remains convinced there wasn't a storm as defined in its policy at the time.

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 going to uphold this complaint. I'll explain why.

Storm conditions

The first thing an insurer checks when considering a claim made for storm damage is relevant weather reports from the period immediately before the damage was reported. In Ms M's case, Ageas says the wind speeds weren't high enough to meet its definition of a storm – in that wind speeds were 49mph, below the speed of 55mph shown in the policy.

Our investigator checked information from another company that reports on weather conditions, and was satisfied the information showed wind speeds just below 55mph. Ageas objected to this, suggesting the quality of our information wasn't as good as from its provider. I'm not necessarily persuaded by that argument, given both information sources are widely used across the insurance industry as a whole. Ageas will also know that this service normally considers that wind speeds somewhat below the 55mph in its policy are high enough to cause damage like that caused to Ms M's roof. And when I look at the particular evidence in this complaint, and the wind speeds that have been reported, I'm persuaded this did amount to a storm, whether or not this matches identically with the policy terms.

Damage

Two visits were made by the same surveyor to look at the damage to this roof. No suggestion was made that there was pre-existing damage. It's also clear that the photos Ms M provided of the damage taken before the temporary repair were available to the surveyor. I say that because they are included in his initial report. I think it's fair to say he could have commented on any possible pre-existing damage at that point if he thought there was any.

Ageas said, in its final response to Ms M's complaint, that the surveyor did not confirm that the damage had been caused by the storm. But he did answer "yes" to two questions on his report – which confirmed that he thought the damage was recent and that it was caused by one incident. And he was instructed to check the property for storm damage. That persuades me that he thought a storm did cause the damage.

The surveyors only doubt was whether the roof had been initially installed correctly. But no specialist roofer ever attended. Instead the claim management company said they'd have expected installation problems to have been apparent some time ago given the roof was about ten years old at the time of the storm.

Ageas did say in its final response that it thought Ms M hadn't maintained her roof for years. It said it based that on the fact that there was a leak where the neighbours chimney joined her roof. Ms M says that she had had repairs done some months before the storm at her own cost. Furthermore the chimney and storm damage are on opposite sides of the flat roof. I see no reason to doubt Ms M's information, and I'm not giving Ageas' comments on this any weight.

Other points

After we told Ageas we didn't accept its argument about whether there was a storm at the appropriate time, Ageas asked for an ombudsman's review. To facilitate that, we asked it to tell us what it believed the main cause of the damage was. Ageas went back to the company handling the claim, and a review of the photos led to suggestions of different ways the roof might have been getting damp underneath the rubber cover, and that there might have been repairs done previously. This doesn't persuade me to change my decision, as I place more weight on the conclusions drawn by the first surveyor (that the damage was caused by a storm). I say that because he both visited the property and looked at the same photos, but raised no concerns about pre-existing damage.

Taking everything into account, on balance I'm persuaded the damage was most likely caused by a storm, which means Ageas has refused this claim unfairly.

Putting things right

To put things right Ageas should meet this claim. Ms M has had the roof repaired, which seems reasonable given the risk of ongoing damage if she didn't do that. So Ageas should meet the claim by paying the cost Ms M incurred (including any VAT) provided she forwards the final invoice and proof of payment. And, as Ageas unnecessarily delayed this claim, Ms M has been out of pocket for some time. So Ageas must pay Ms M interest on the amount she paid from the date of payment to the date of reimbursement. It should do that at the statutory rate of 8% per annum simple. If Ageas is required by HMRC to deduct tax from this interest then it must give Ms M a certificate showing this so she can claim it back if appropriate.

It looks like Ms M paid the excess on the claim but that was later refunded. So Ageas would be within its rights to ask Ms M to pay that again or deduct it from any settlement.

I don't know whether Ms M has had the inside of her home repaired. If she has, then Ageas should cash settle this as part of the same claim, in the way described for the roof above. If she hasn't had the work done, then Ageas can settle this part of the claim in the normal way – either by undertaking the work or by providing a cash sum. If the latter is at Ms M's request then Ageas would normally be able to discount the cash settlement and only pay what it would have paid to do the work. I'm aware that Ms M said the damage got worse before she could have the roof repaired, although Ageas hasn't seen that. But given the length of time this claim has taken I don't think discounting the cost will settle the claim fairly. If Ms M provides a reasonable quote in line with the required work, Ageas should meet this in full.

I understand Ageas sent Ms M a cheque for £200 as compensation, although she says she didn't cash it. I agree with our investigator that the compensation should rise to £400. Ageas can sort that out with Ms M as it might by now be too late to cash the original cheque and a fresh payment of £400 could be required.

My final decision

My decision is that I uphold this complaint, and I require Ageas Insurance Limited to settle the claim and pay compensation as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 11 March 2025.

Susan Peters

Ombudsman