

The complaint

Mr M and Mr M complain that Ageas Insurance Limited declined a claim for roof damage under their home insurance policy.

The policy is in the name of Mr M and Mr M as policyholders. But for ease of reading, I'll refer to only 'Mr M' throughout.

What happened

The following is intended as a summary of events only, as the circumstances are well known to both parties. In brief, Mr M held a home insurance policy underwritten by Ageas. Mr M contacted Ageas in January 2023 following a storm. He said there was damage to the timber decked balcony above his kitchen and this had caused water to leak into his kitchen, damaging the ceiling.

Ageas confirmed that there had been storm conditions on the incident date and sent a surveyor to inspect the property. But they ultimately declined the claim and said the damage to the decking and kitchen weren't consistent with a one-off incident, but instead appeared to be due to general wear and tear. Mr M disagreed with this outcome and raised a complaint, which ultimately was referred to this Service. An Investigator looked at what had happened and issued an outcome in September 2023. They said they agreed the claim for damage to the kitchen ceiling had been fairly declined due to wear and tear. But they didn't think the surveyor's report Ageas had relied on had sufficient detail to persuade them the damage to the timber decked balcony above the kitchen wasn't caused by a storm.

The Investigator concluded that while it may be possible for the damage to also have been as a result of wear and tear, they didn't think it was fair and reasonable for Ageas to demonstrate this with certainty based on the evidence in the surveyor's report. The Investigator recommended that Ageas review the damage to the timber decked balcony and reconsider the claim in line with Mr M's remaining policy terms.

Ageas agreed with the Investigator's recommended outcome and appointed a company, who I will refer to as "E" in this decision, who attended Mr M's property in October 2023. In December 2023 Ageas told Mr M the claim wasn't covered, and they closed their file. Mr M disagreed with the claim outcome and Ageas reopened the claim and instructed another surveyor to inspect the property, who I will refer to as "PC" in this decision. PC attended in January 2024 and inspected the balcony area – but they concluded the damage had happened gradually as a result of normal wear and tear and Ageas maintained the declined claim.

Unhappy with how Ageas had handled things, Mr M raised a complaint. Ageas responded to the complaint in April 2024 but said they maintained their decision to decline cover for the claim. However, they did agree there had been some delays and customer service issues, so they made a payment of £400 compensation for any distress and inconvenience they'd caused. Mr M remained unhappy with Ageas's handling of the claim – so he brought the complaint to this Service.

An Investigator looked at what had happened but didn't recommend the complaint be upheld. She agreed there had been delays and communication issues, with Ageas incorrectly closing the claim in December 2023, following the inspection from E. But she said Ageas then appointed PC to undertake an inspection in January 2024 and had fairly declined the claim with no further delays. She also thought the £400 compensation paid was fair and reasonable to account for the earlier delays.

The Investigator said Ageas had evidenced why the claim decline was fair; by relying on the report from PC which said the damage was the result of a breakdown of the flat roof material over a significant time period. The Investigator said they were ultimately persuaded Ageas had conducted a reasonable investigation into Mr M's claim, and they had fairly relied on the comments of their surveyor.

Mr M disagreed with the Investigator's outcome. He said PC did not investigate the decking and balcony area properly as instructed, and instead only took photos from inside his kitchen. And he said PC incorrectly noted a joint between two tiles was a crack. He also said that the balcony area has been open to other storms throughout 2023/2024 and there would therefore be signs of further damage – so the time for consideration should be the condition in January 2023 and not at a later date.

Mr M also raised inconsistencies as he said the second company that attended, who I'll call E in this decision, inspected the area and said the claim would be valid under Mr M's policy as it was the result of storm conditions.

Mr M asked for an Ombudsman to consider the complaint, so it's been 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.

I should start by explaining that I haven't made a finding on whether there was a storm as part of my Decision, as this point was agreed by Ageas before the complaint came to this Service. I also haven't made any findings on the internal damage caused by the ingress of water, as this was addressed in a previous complaint.

Instead, I've focused on whether Ageas have fairly declined the roof damage element of the claim due to wear and tear – which they say is supported by comments in the report from PC in January 2024.

Mr M says this report is unreliable because PC didn't inspect the roof itself and only took photos from inside his kitchen. He also said that PC conducted their review of the damage a year after the initial storm which means that other storms had occurred in that time, and this meant the damage wasn't being considered contemporaneously.

Mr M further states that the surveyor report conducted by E in 2023 was the only report that actually reviewed and considered the roof damage. And he said the surveyor from E told him the claim was valid under his policy.

In situations like this, where the evidence may be incomplete or contradictory, I'll need to make my decision based on which evidence I find to be most persuasive and the wider circumstances of the complaint.

Having done so, I'm persuaded by the evidence Ageas has provided, so I'm not upholding the complaint. I'll explain why.

The report from PC says:

"...an inspection of the roof found no storm damage, the underlying cause of the damage was the breakdown of the floor tiles/flat roof material over a significant time period. This damage has occurred due to the cyclical exposure of the elements and the resulting freeze / thaw effect. This is where moisture gets into a defect in the towels and bedding mortar. This moisture then freezes, causing the defect to get bigger and the addition to the tile/mortar to breakdown. This repeatedly occurs over the years until the mortar reaches the end of its serviceable life. The broken tile/mortar then allows water to ingress into the property. Whilst the recent weather has highlighted this breakdown, it has been the occasion but not the cause. It is advised that as the underlying cause of damages the ageing of the materials, there is no cover under the policy.

The report includes a range of photographs which appear to show the roof was in a deteriorated condition – with an underside photo showing roofing material detached and a large amount of cracking, which I'm satisfied supports Ageas's position that the damage wasn't caused by a single one-off event. And while I take on board Mr M's comments around the passage of time between the first notification in 2023, and the report from PC in 2024, Mr M's testimony and the reports all show that the area was covered in a tarpaulin, and there doesn't appear to be any further damage noted to the interior of the property due to ongoing ingress of water.

I've also considered the report from E, which was undertaken in October 2023. I note that Mr M says the surveyor who carried out this report verbally told him that his claim would be covered under his policy. But there are no records of this conversation and nothing in writing to support it, so, I think the fair and reasonable way for me to consider this complaint is to base my comments on what is recorded in the report itself.

I note it says *"...(the roof) was seen to have been covered with a large tarpaulin, which has been subsequently weighted down to keep this in place, the cause of the ingress was unable to be determined during our visit, due to this sheeting..."*

I'm not satisfied this report supports Mr M's position that the cause of the damage was due to a storm. And while I note he says the report was the only one in which the surveyor actually inspected the roof, this isn't supported with what is documented in the report, given what I've said above.

As the only available evidence which reports having inspected the roof are the comments in PC's report that states the damage is due to gradual wear and tear, and not the storm as a single, one-off event, I'm persuaded this is the most reliable evidence to base my conclusions on.

On balance, I'm satisfied the evidence Ageas relied on shows there was an existing issue with the roof at Mr M's property, and this was further highlighted by the storm. But it doesn't then follow that the storm was the main cause of the damage being claimed for. And I'm therefore satisfied that Ageas acted reasonably when declining Mr M's claim.

In relation to Ageas's customer service while handling the claim, I agree their communication over the claim could have been clearer at times. Ageas have recognised the issues and paid a total of £400 compensation to recognise the impact their actions had on Mr M in this particular complaint. As such, I've thought about this Service's approach to compensation

awards; which requires me to think about what amount would be fair, taking into account how a customer was affected.

I think the claim was dealt with fairly quickly overall, and I can see a surveyor was appointed around a week after the claim was first notified, which I don't find to be excessive. There was a delay where the claim was incorrectly closed in December 2023, but this was remedied swiftly, and a new survey was instructed shortly after. So, having looked at everything that's happened here, I'm satisfied this sum is fair and produces a reasonable conclusion to this particular case - and I won't be asking Ageas to increase this.

My final decision

For the reasons given above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mr M to accept or reject my decision before 13 February 2025.

Stephen Howard
Ombudsman