

## **The complaint**

Mrs B is unhappy with how Ageas Insurance Limited dealt with a claim she made on her buildings insurance policy.

This complaint has been referred to us by a representative of Mrs B. I'll refer to all comments of the representative as though they were made by Mrs B.

This complaint involves the actions of agents for whom Ageas is responsible. Any reference to Ageas includes its agents.

## **What happened**

In April 2024, Mrs B discovered water coming down into one of her bedrooms. She suspected a leak in her roof and called Ageas to make a claim. Ageas said there weren't storm conditions at the time, so it couldn't cover any damage to the roof. But it said it would consider the internal water damage and would send a surveyor to review this.

Ageas' surveyor inspected Mrs B's home. He didn't think the damage should be covered. He thought the roof had degraded over time and hadn't been properly maintained. The surveyor didn't tell Mrs B the outcome of her claim and neither did Ageas. Mrs B didn't find out that her claim had been declined until mid-September, when she called Ageas for an update.

Around a week later, Mrs B's bedroom ceiling collapsed. She contacted Ageas again and asked it to reconsider the roof and to help with the collapsed ceiling. She told Ageas that she hadn't carried out any repairs because she'd been waiting for an answer on her claim. Ageas said it would cover the internal damage but then said it wouldn't. It said it had told Mrs B that she needed to repair her roof, but she hadn't.

Mrs B complained. She said her roof had been well maintained and the company who had just visited to carry out emergency repairs had said the same. She also thought Ageas should deal with the collapsed ceiling damage. She said Ageas had known her roof was leaking but didn't do anything about it for several months.

Ageas didn't agree. It said there wasn't a storm at the time of loss, and Mrs B's policy excludes damage caused by wear and tear and a lack of maintenance. Ageas also didn't agree to cover the internal damage. It noted that Mrs B's policy requires her to maintain her home, and it thought the issues with the roof would have been clear. But it acknowledged the long delay and it paid Mrs B £400 to apologise.

Mrs B didn't think this was fair, so she referred the matter to the Financial Ombudsman.

I reviewed the complaint and issued a provisional decision. I said it was fair for Ageas to decline to cover the damage to Mrs B's roof, and I couldn't hold it responsible for the collapsed ceiling. But I thought Ageas should've dealt with the internal water damage that Mrs B originally claimed for. So, I said Ageas should deal with this damage. I said:

"Roof damage

Our approach in cases involving storm damage requires me to ask three questions:

- Was there a storm?
- Is the damage consistent with that caused by a storm?
- Was the storm the main (proximate) cause of the damage?

If the answer to any of the above questions is 'no' then it would usually be fair for the insurer to decline the claim.

Ageas didn't think there were storm conditions at the time of loss. Mrs B's policy defines a storm as:

"A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort scale) or, torrential rainfall at a rate of at least 25mm per hour ... or hail of such intensity that it causes damage to hard surfaces or breaks glass."

This definition is not unreasonable or unusual. I've reviewed weather reports from around the time of loss. I didn't find any conditions that met the above definition. There were days of bad weather, but these were not enough to have been considered a storm. So, the answer to one of the above questions is 'no'.

As there was no storm, it's irrelevant whether Mrs B's roof was properly maintained or not. But I know Mrs B feels strongly that it was, and Ageas disagrees. So, for completeness, I've considered the evidence the parties have put forward about this. I'm more persuaded by Ageas' position that the storm highlighted existing maintenance issues with the roof and was not the main cause of the damage. I say this because Ageas has put forward qualified expert opinion to show that the roof had several maintenance issues and ongoing wear. Ageas' surveyors have provided detailed explanations and photographs to show that long-term frost and thaw and a lack of proper maintenance were the main causes of the roof's failure.

Mrs B has provided a report from her repair company who attended in late September. I don't find their report as persuasive. I say this because it was written several months after the damage occurred and it isn't as detailed. It says the roof was well maintained but it doesn't provide any evidence to support this. So, I'm more persuaded that the damage likely happened over time due to a lack of maintenance – which is excluded by Mrs B's policy. So, I think it was fair that Ageas refused to deal with the damage to Mrs B's roof.

#### Internal damage in April 2024

Ageas' surveyor identified internal water damage during his visit in May. He listed blown and stained wallpaper and stained ceiling plasterwork.

Mrs B's policy covers accidental damage. It defines this as "unexpected and unintended damage caused by sudden means." Ageas should have accepted the internal damage caused in April under this section of cover. I've seen no evidence that this damage happened gradually. The surveyor didn't suggest this and there's no signs of mould or ongoing issues, so Ageas can't apply its 'gradual damage' exclusion to defeat this part of the claim.

Ageas said Mrs B ought to have known about the issues with her roof, so it doesn't think the damage was 'unexpected'. It isn't clear to me whether Ageas was referring

to the ceiling collapse in September or the initial water damage in April. But I think the initial damage in April was unexpected. I've looked at photos of the roof from ground level and I don't think it was in such poor condition that Mrs B ought to have reasonably known there was an immediate problem. Ageas' surveyors have explained the symptoms of nail fatigue affecting the roof. But this is with the benefit of high-definition photos and professional expertise. Mrs B has a disability, and her roof is two stories up. I don't think it was right for Ageas to suggest she should have known the internal damage in April was to be expected. I'm satisfied the damage should have been covered, and Ageas will need to deal with this.

With that established, albeit provisionally, I've thought about the fairest way for Ageas to put things right. I think Ageas should cash settle with Mrs B for the cost of repairing the internal water damage reported in April. Ageas should calculate the cost using the photos from its surveyor and pay this to Mrs B, subject to her remaining policy terms. To make sure Mrs B is not disadvantaged, Ageas should use the market rates of contractors at the time it settles the claim. It should not use discounted rates that its own contractors might charge, or rates that might have applied last year. I think this is the fairest way to place Mrs B back in the position she ought to have been in if Ageas had dealt with the claim as it should.

#### Ceiling collapse in September 2024

I've considered whether Ageas should be responsible for the collapsed ceiling as well, and I don't think it should. The ceiling collapsed because of ongoing water ingress from the leaking roof. Mrs B knew the roof was leaking but did not carry out repairs. I appreciate Mrs B may have been waiting for an answer from Ageas. But Ageas had explained to Mrs B during her first call in April that it was not going to cover the roof. Ageas told Mrs B the roof was her responsibility to repair. I haven't seen any evidence to suggest Ageas led Mrs B to believe otherwise. I know this has been a very difficult time for Mrs B. But it wouldn't be fair for me to hold Ageas responsible for damage that has occurred because the roof wasn't repaired when this was never Ageas' responsibility, and Mrs B was made aware of this.

Therefore, I don't intend to tell Ageas to reimburse the repair costs or to cover any damage to Mrs B's belongings that may have resulted from the collapse.

#### Service

Ageas has admitted that it provided poor service. The surveyor completed his report on 9 May, but Ageas told Mrs B the outcome of her claim on 17 September, and only when she called to chase. This was an unacceptable delay that caused Mrs B a good deal of distress and inconvenience over a long period. Ageas acknowledged its failings, apologised, and paid Mrs B £400. I think this was a fair way to address the poor service. £400 is also in line with what I would have awarded. So, I don't intend to award more."

## **Responses**

Mrs B said she accepted my provisional decision.

Ageas said it accepted most of my findings. But it didn't think it should have to cover the internal damage in April. It said Mrs B's roof was showing signs of gradual degradation and it thought the internal damage happened gradually as well. It said the photos from its surveyor

showed signs of gradual damage to the bedroom walls. It thought the room was in use, so Mrs B ought to have known the damage was happening.

Ageas acknowledged Mrs B's vulnerability. But it said she's still a homeowner and therefore responsible for the maintenance of her property. It didn't think Mrs B's disability meant she couldn't review the condition of her roof and its need for maintenance. Ageas said if Mrs B had taken steps to mitigate the damage to her roof, which it thought would've been visible from ground level, then the internal water damage wouldn't have happened.

As both parties have responded, I now consider it appropriate to issue my 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.

Having done so, I'm upholding the complaint for the same reasons I set out in my provisional decision.

I accept that the damage to Mrs B's roof more likely happened gradually. But this doesn't mean the internal damage happened gradually as well. I've listened again to the first call Mrs B made to Ageas about her claim. She said the water came through her ceiling the day before. This suggests to me that it happened suddenly. I've looked again at the surveyor's report. He made no mention of the internal damage happening gradually. And as I said in my provisional decision, the surveyor's photos don't appear to show signs of long-term water damage, like excessive mould growth.

I appreciate Ageas believes the internal damage happened gradually. But it hasn't provided any further evidence to persuade me that this is the case.

I've considered Ageas's further comments about the appearance of Mrs B's roof and her obligation to maintain it. Ageas's surveyors have persuaded me that the roof more likely weakened over time. So, when bad weather occurred in April, roof tiles were more easily dislodged, allowing rain to get in. But my opinion hasn't changed regarding the appearance of the roof. I still don't think it was in such a state of disrepair that Mrs B ought reasonably to have known, before the event, that internal water damage was coming. I also haven't seen evidence to show that internal water damage has happened to the property before, so as to have warned Mrs B that more was to be expected.

Mrs B's policy covers damage that happens suddenly and unexpectedly. On balance, I'm persuaded that the internal water damage in April more likely happened this way. So, I still think it's fair and reasonable for Ageas to settle this part of the claim. I set out in my provisional decision how Ageas needs to do so, to make sure Mrs B is not disadvantaged. I still think this is the fairest way to resolve the matter.

I've reviewed the complaint again and my opinion hasn't changed. The findings of my provisional decision, and my comments here, are now the findings of this, my final decision.

### **Putting things right**

To resolve the complaint, Ageas must cash settle Mrs B's claim for the internal water damage caused in April 2024, subject to Mrs B's remaining policy terms.

**My final decision**

For the reasons I've given, I uphold Mrs B's complaint and direct Ageas Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 6 February 2025.

Chris Woolaway  
**Ombudsman**