

The complaint

Mr N has complained about his property insurer, Ageas Insurance Limited because it declined his claim for external damage caused by storm.

What happened

In late January 2024 Mr N found his TV aerial was damaged and water was coming in through a flat dormer roof, damaging bedroom ceilings. He contacted a roofer, repairs were completed and an invoice for £8,381.96 was paid by Mr N. The invoice listed repairs to; the dormer, including replacing rotten timbers, and the chimney, as well as to the pitched roof, including tiling and its ridge.

Subsequently Mr N made a claim to Ageas for storm damage. Ageas considered the invoice and a report Mr N presented from his roofer, along with photos of the damage and repairs. Mr N also shared with Ageas a maintenance report/invoice dated September 2021. Ageas offered to settle for any internal damage caused – but it said it was declining the part of the claim for external damage. Mr N felt that was unfair.

Ageas issued a final response letter to Mr N to answer his complaint that its decline for the external damage was unfair. Ageas said it was not upholding that complaint. In the letter Ageas accepted there had likely been a storm. But it explained that its enquiries had resulted in it concluding that: “the damage was not caused either solely or primarily by the storm. It is our professional opinion adverse weather conditions have simply highlighted pre-existing issues with the chimney and the flashing and there is evidence of clear deterioration of mortar overtime”. Regarding the flat roof it merely commented that it was “*possible*” the felt was damaged by high winds. Mr N complained to the Financial Ombudsman Service.

Our Investigator thought Ageas should settle the claim with Mr N by paying the invoice sum. She said it should also pay £100 compensation for upset caused to Mr N.

Ageas said it didn’t think that was a fair outcome. Ageas noted that the timbers of the flat dormer roof had been described in the invoice for work as rotten. It maintained that the damage claimed for had not been caused by a one-off storm.

Mr N disputed Ageas’ comments. He said his contractor had confirmed that the timbers had rotted because of the storm damage caused to the roof covering.

The complaint was referred to me for an Ombudsman’s decision. Having considered the complaint, I found I wasn’t minded to think Ageas had done anything wrong when it had decided that the roof had not been damage by the storm. But I thought it should be considering the external damage under the accidental damage cover of the policy. So I issued a provisional decision to share my views with both parties and allow them a chance to respond.

Mr N said he accepted the decision. Ageas also said it accepted my findings.

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.

For ease of reference, I've included my provisional findings here:

"Policy cover

Mr N has made a claim for storm damage, presenting an invoice for work totalling £8,381.96. Ageas has declined that claim. And I've said above that I don't intend to make it pay anything against that invoice. That's because I'm currently of the view that Ageas' decline of the claim under the policy cover for storm is fair and reasonable. I explain why I think that below. But what Ageas has not done – and what it should do – is consider the damage Mr N claimed for against the accidental damage cover on the policy. As Ageas has not done that yet, I intend to direct it to do so.

I realise that Ageas may wish to consider the claim under the accidental damage cover now and provide its answer to that in reply to this provisional decision. However, that answer, and any objection Mr N might have to it, would be a completely new complaint point. As such, and to be clear for both parties, it isn't something I'd be able to consider within this complaint, which is about Ageas declining the storm claim.

Our approach to storm claims

This Service has an approach when considering complaints about declined storm claims. We ask three questions and if the answer to any one of them is likely 'no' then it's also likely that we'll find the insurer's decision to decline the claim was fair. In answering those questions we often rely on expert evidence provided by the parties, But it is also part of my role to 'test' any evidence received. That might mean weighing the testimony of different experts against each other and/or considering whether, given my own knowledge and experience, what an expert has said makes sense, whether their argument is persuasive.

Before I go on to look at those questions then I think it's worth pausing for a moment to look a little more at the evidence provided to this Service by both Ageas and Mr N.

Evidence

Ageas had a company assess the damage. A report was issued which detailed the damage. The report did not include any comments or findings on the cause of the damage.

Ageas also provided various quotes that it referred to as being made by "surveyors". Ageas hasn't been able to show which particular individuals provided these quotes (with one exception). And where one name has been provided, the associated email address is for a claims management company and no details of the individual's qualifications are given.

I'm not persuaded then that it's fair to view Ageas as having provided any expert evidence to support its decline of the claim. I think the detail it has given reasonably needs to be considered as the comments of a layperson.

Mr N did provide an expert opinion, from his contractor. But only on some of the damage detailed in the invoice as having been repaired.

Mr N's contractor provided a report which detailed the damage that Mr N's contractor felt had been caused by the storm. I'll set those findings out below. But I bear in mind here that whilst

there are only five items of damage listed as having been caused by the storm – the £8,381.96 invoice included much more work. And that invoice did not include the TV aerial or internal damage (items 1) and 5) on the storm damage list):

- 1) Tv Aerial – Needs to be replaced due being blown off chimney.*
- 2) Chimney Stack – Lead Flashings blown away and water ingress through chimney, all lead flashing to be replaced.*
- 3) Chimney Pointing – Chimney pointing has taken a hammering from storms and cement joints blown away.*
- 4) Flat Dormer Roof – Covering being ripped apart by storms and needs to be replaced.*
- 5) Internal Ceilings – Due to storm and sheer amount of rain which has found its way in caused a lot of damage to ceilings.*

The TV aerial hasn't been claimed for – it is not part of the contractor's invoice and was fixed (or replaced) by a different company. There is no dispute about the internal damage – Ageas accepted and settled the claim in that respect. So I won't refer to items 1) and 5) any further in this decision.

Question 1

The first question asked is “was there a storm”. Ageas said the available data satisfied it that there had likely been a storm. So I'll consider the answer to this first question to be “yes”.

Question 2 and 3

The second and third questions we ask turn to the damage itself. Was the damage typical of that caused by a storm and was the storm likely the dominant cause of the damage? So I've looked at the damage claimed for, which is largely reflected by the invoice Mr N submitted, in light of these two questions. I say 'largely' because Mr N has said that some of the chimney work detailed on the invoice – to the area around the chimney pot – was completed as good maintenance, and so was not part of his claim.

The invoice breaks the work down into three areas – the dormer roof, the chimney and, the pitched roof and ridge.

Pitched roof and ridge

In respect of the pitched roof and ridge, the contractor did not report that any of the invoiced repairs were necessary on account of the storm. I bear in mind that much of the invoiced work was for replacing broken tiles, although reseating some loose tiles is also detailed. In my experience a storm does not typically cause tiles to break. A storm might cause tiles to become loose. But Mr N's contractor did not say that was the cause of the tiles on Mr N's roof becoming loose. When commenting on what damage had occurred and been repaired by it on account of a storm, the contractor did not mention the pitched roof or tiling at all. So I think it's fair to say then that the pitched roof and ridge damage was either not typical of storm damage and/or the storm was not the dominant cause of this damage.

Chimney

The chimney work detailed on the invoice, excluding around the pot, is focused on fitting new lead around its base and repointing joints. The contractor said the lead and joints had been damaged, “blown away”, by the storm (items 2) and 3) from his report).

I note the terminology the contractor has used here. I concede that in very general terms, items getting 'blown away' is typical of damage caused by a storm. But I also must bear in mind the type of item in question. And I don't think lead flashing or pointing being blown away would generally be caused by a storm. Certainly not if the flashing and pointing were in good condition. I say that because lead is flat and sealed to the bricks or tiles in the area it is

in place to protect. And pointing is a hard material seated between brick courses. These aren't materials, if fitted and in good condition, which would be susceptible to being disturbed by wind. Which suggests that, if they did indeed 'blow away', there must have been an underlying reason for that happening.

Ageas has commented that in its view the pointing has likely become worn overtime and allowed the flashing to become loose. That doesn't quite make sense to me because the pointing wouldn't be holding the flashing in place. But it also said the storm "highlighted pre-existing issues with the chimney and the flashing and there is evidence of clear deterioration of mortar overtime". Overall I think the point Ageas makes in these two comments mirrors my own thoughts on this – that the dominant cause of damage was more likely the condition of these parts than the storm. And I bear in mind that whilst the contractor has concluded the flashing and pointing were 'blown away', he hasn't offered any opinion as to how that might've occurred given the nature of the items in question, and given that the structure of the chimney wasn't otherwise compromised. In light of the nature of these items and the lack of any detailed explanation from the contractor, I don't find the report persuasive evidence that the dominant cause of damage to the flashing and pointing was the storm.

Dormer

There is a lot of work detailed on the invoice regarding the dormer roof. I think the work loosely, and reasonably, fits into the following headings: roof timbers, fascias and gutters, and roof covering.

The roof timbers referenced in the invoice were rafters and plyboard (with the final roof covering being applied to the plyboard). The contractor did not detail in his report that these items were damaged by the storm. I bear in mind that rafters are internal to the roof structure, and even the plyboard is protected from the elements by the roof finish. The invoice describes rafters and plyboard as being rotten. This is not damage typically caused by a storm.

Fascias and gutters typically get damaged by storms. However, the contractor did not say in his report that the storm had damaged the fascias and gutters at Mr N's property. I've seen no detail that explains why these items were replaced by the contractor. As such, I'm not persuaded that the storm was the dominant cause of any damage to them.

The roof covering was described by the contractor as being "ripped apart by storms". Ageas said it was possible the storm damaged the "felt" roof covering. Given the two opinions here point to the storm at least potentially having caused this damage, I'll move straight on to considering our third question.

In considering this, I'm mindful that the material covering a flat roof like this is usually fitted flush and any joints in the material are sealed, as are the edges. With that in mind it's difficult to see how such a covering could be affected by the wind.

The contractor has not explained how he thinks the roof covering here was "ripped away". But I note he does refer to "storms". He references elsewhere the "stormy period" and "weather" having impacted the property. I also bear in mind that prior to January 2024, Mr N last had the dormer roof checked in September 2021. It was found to be in good condition at that time. But it was then more than two years later that Mr N noticed water coming in. There were two and a half winters between those two points. I can't be certain the roof was still in good condition in January 2024. I'm mindful that as the covering of a flat roof starts to deteriorate, holes and tears can appear.

I also bear in mind what I noted above regarding the roof timbers. The ply board underneath the roof covering and the rafters below that ply were found in 2024 to be rotten. That is a process which takes time to occur. It suggests that the roof had not been watertight for a prolonged period of time. It is the type of damage often seen where a roof covering has begun to fail, with holes or tears appearing in it as a matter of wear. Holes or tears would potentially be something wind could get under and “rip”. From everything I’ve seen, I’m not persuaded that the dominant cause of the dormer roof covering being “ripped apart” was a storm in January 2024.

I do bear in mind that Mr N first noticed damage in late January 2024, and his contractor did not undertake repairs until mid-March (roughly six-weeks later), with his report following in May 2024. I know the weather until mid-March 2024 continued to be poor and it’s possible that more than one storm occurred. I also accept that the weather would likely have made it difficult to get contractors to even complete temporary works. I can’t be sure that, if Mr N had called Ageas at that time, that it would have been able to assist where his local contractors could not. But even if I afford Mr N some benefit of the doubt in that respect, and consider that any damage occurring in that six-weeks was likely ‘caused’ by the storm which Ageas accepts occurred in late January 2024, I don’t think that would change anything. Simply put I’m not persuaded that damage, such as tearing to the roof covering and rot to timbers, is more likely to have occurred during that roughly six-week period in early 2024, than in the much longer period between September 2021 and January 2024. So I’m not persuaded that the dominant cause of the damage was a storm in late January 2024.

Summary

Having considered everything, I think Ageas’ decline of the external damage under the policy cover for storm was fair and reasonable. I can’t see that any of the damage, either that specifically highlighted in the contractor’s report or that included within the invoice, meets the tests we apply when asking question two and three as explained above. However, as I said at the start, Ageas, as well as looking at this as an issue of storm damage, should have been considering whether it had any liability to Mr N under the accidental damage cover available on the policy. Because it did not do that I will be upholding this complaint and directing it to undertake that consideration.”

I note both parties’ acceptance. As both parties have accepted my provisional findings, I’ve no need to further review or revise them. I confirm that my provisional findings are now those of this, my final decision.

Putting things right

I require Ageas Insurance Limited to consider Mr N’s claim under the policy cover for accidental damage.

My final decision

I uphold this complaint. I require Ageas Insurance Limited to provide the redress set out above at “Putting things right”.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr N to accept or reject my decision before 7 March 2025.

Fiona Robinson
Ombudsman