

The complaint

Mr M and Mrs M complain about Ageas Insurance Limited (Ageas) declining a claim under their home insurance policy for damage to their property from bad weather.

References to Ageas include their agents who administer the policy and assess claims.

Mr M and Mrs M were supported by a representative in bringing their complaint. References to Mr M and Mrs M include their representative.

What happened

In July 2024 Mr M and Mrs M contacted Ageas to report damage to flat roof garage at their property. They said the damage occurred in April, during bad weather with 61mph winds, but they couldn't report the issue to Ageas at the time due to serious health issues. The bad weather damaged the roof, allowing water to get in and affect the woodwork, which was now rotting. Ageas appointed a surveyor (PC) to inspect the damage and validate the claim.

PC visited the property in August 2024. They subsequently contacted Mr M and Mrs M to say the claim wouldn't be accepted, as they concluded the damage was the result of deterioration to the ridge tiles on the roof (prior to their visit, from images of the roof from a public website) leading to gradual water ingress penetrating and rotting the decking boards.

Mr M and Mrs M challenged this, saying they had a new contractor (T) come out to inspect the property and their view was the damage wasn't due to issues with ridge tiles, as the issue was at the side of the property and had only arisen since the bad weather in April 2024 (Mr M and Mrs M added that they had a previous contractor come out to repair the damage, but they hadn't done a good job).

Ageas said they would need a cause of damage report from T in order for them to reconsider their decision. The damage would also need to be the result of a one-off event (such as storm) and not deterioration over time (wear and tear was excluded from cover under the policy). Mr M and Mrs M provided a report from T, which referred to the cause of damage being storm and 'other', which Ageas sought to clarify what this meant. T clarified the damage was caused by wind and 'other' meant water ingress caused by felt flapping around, having been detached from the fascia.

Ageas considered a report from T, but maintained their decision to decline the claim, as repairs had already been carried out and they were unable to validate the claim and the cause of the damage that was repaired (there weren't photographs of the damage before repairs were carried out).

Mr M and Mrs M had already complained to Ageas about the initial decline of the claim (before the further report from their contractor and Ageas's confirmation of their decline of the claim).

Ageas didn't uphold the complaint. In their final response, issued in August 2024, they said they considered the claim under the storm section of the policy. They classified a storm using the Association of British Insurers (ABI) definition of storm, which defined a storm,

including high winds of 55mph or more. They also referred to three questions they asked¹ and that if the answer to any of the questions was 'no' then a claim wouldn't succeed under the storm section of the policy. Ageas added that weather reports indicated a maximum wind speed of 61mph on the date the damage was said to have occurred.

Ageas referred to PC's report which concluded the damage was due to severe deterioration of the ridge tile mortar prior to the roof repairs being carried out. Ageas referred to the General Exclusions section of the policy which excluded damage caused by wear and tear (or anything which happened gradually). PC had reviewed the report provided by T and photographs but concluded the damage to the underboarding to the roof seemed to have occurred over a period of time and not as the result of a one-off event. So, it was damaged caused gradually, so not covered under the policy exclusion.

Mr M and Mrs M then complained to this Service. They said the damage to their property was caused by high winds, disputing Ageas's view the damage was due to wear and tear and their decline of the claim. They wanted Ageas to accept their claim and also pay compensation.

Our investigator didn't uphold the complaint, concluding Ageas didn't need to take any action. While Ageas agreed there were storm conditions at the time Mr M and Mrs M said the damage occurred, they'd only highlighted a pre-existing issue, due to wear and tear. The investigator also accepted there were storm conditions around the time Mr M and Mrs M said the damage occurred. The investigator noted the roof ridge tiles had been repaired and concluded the evidence available (including from PC and T) indicated wear and tear to the roof before the storm conditions. So, Ageas hadn't acted unfairly or unreasonably in declining the claim.

Mr M and Mrs M disagreed with the investigator's conclusions and asked that an ombudsman review the 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'd first want to acknowledge what Mr M and Mrs M have told us about their health issues around the time of the damage and subsequently, which from their description would have been very concerning and stressful. I've borne this in mind when, as is my role here, deciding whether Ageas have acted fairly towards Mr M and Mrs M.

The main element of Mr M and Mrs M's complaint is that Ageas unfairly declined their claim for damage to the roof, on the grounds that while there were storm conditions at the time of the reported damage, the damage was due to wear and tear, an exclusion under the policy. Mr M and Mrs M dispute this, saying the damage was due to the storm conditions. They point to the opinions of their roofer (T) in support of their view. For their part, Ageas say the damage was due to wear and tear (to the ridge tiles) which they say were in poor condition prior to the storm conditions. They cite PC's report and opinions to support their view.

¹1. Were the above storm conditions present on or around the time the damage was caused? 2. Were storm conditions the main cause of the damage (or were there other factors that meant the damage might have happened anyway? 3. Is the damage consistent with storm damage?

As Ageas considered the damage under the storm section of the policy, I've looked at this aspect. In considering this issue, whether the damage resulted from a storm, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, Ageas refer in their final response to their using the ABI definition of storm. The definition is as follows:

*"High winds of 55mph or more, resulting in structural damage
Torrential or heavy rain or hail (more than 25mm in any one hour)
Heavy snowfall"*

Ageas's final response refers to a highest wind speed around the date of the incident of 61mph, accepting there were storm conditions. From the weather reports available to this Service, while they indicate a slightly lower wind speed (55mph) around the time the damage is said to have occurred, they would still meet the definition of a storm used by Ageas.

So, I've concluded there were storm conditions on or around the date of the incident. On the second question, the damage claimed for was to the roof of the garage, leading to water ingress affecting the decking boards beneath the roof. Damage to roofs (and subsequent water ingress) is something we would expect to see in storm conditions, including high winds.

So, I've concluded the answer to the second question is 'yes'.

Given these conclusions, the third question is therefore the key in this case. So, while the damage might be consistent with damage in a storm, I've considered the most likely cause based on the evidence and information provided by Mr M and Mrs M and by Ageas.

Ageas declined the claim due to the cause being wear and tear, based principally on PC's report. The key sections of the report are as follows, starting with the damage description:

"...Upon inspection I noted no storm damage evident to the flat roof. The customer advised that water ingress had taken place due to detached ridge tiles to a pitched front section of the roof. The ridge tiles have since been re-attached, however water damage was noted to the timber decking boards beneath the flat roof to the left hand side. Evidence of water pooling to the felt surface was noted due to slight bowing to the decking boards. A review of photographs on [public website] revealed severe deterioration to the ridge tile mortar prior to the roof repairs being carried out. The flat roof and decking boards require complete replacement."

The report's repudiation description states:

"A review of photographs on [public website] revealed severe deterioration to the ridge tile mortar prior to these roof repairs being carried out. This has resulted in a gradual ingress of water which has penetrated the decking boards on the flat roof. This damage has occurred gradually over a period of time and is not the result of a one off storm event."

Photographs of the garage in the report show the underside of the roof and are consistent with the description of the rotting boards mentioned above. They also indicate fresh mortar to the ridge tiles, which appears consistent with them having been recently re-attached.

Turning to the evidence from Mr M and Mrs M's roofer (T), their initial report dated August 2024, states:

"We found that the leak has initially been caused by high winds or other. Damaging the UPVC fascia boards and allowing the winds to uplift the upstand felt on the roof allowing ingress to the roof boards and uplifting further felted areas of the roof."

The further report from T, dated September 2024, states:

"On inspecting the roof, it was evident that wind had uplifted the fascia board, and in turn, disturbed the felt upstand. This allowed water to ingress and damage the board. It also allowed further damage to the felt on the flat part of the roof. The tiled façade has to be removed and set aside to allow the felt roof to be replaced, and then reinstated."

I've considered both reports carefully, but on balance I'm more persuaded by the report and views of PC. Their report includes a photograph of the roof taken before the storm conditions referred to by Mr M and Mrs M showing the condition of the ridge tiles. And the images of the re-mortared roof tiles are consistent with the need to address a pre-existing issue with their condition – there are no other photographs of the damage immediately after the storm conditions Mr M and Mrs M say caused the damage to the roof. The observations from PC about the rotting of the decking boards are also consistent with the photographs available (including in PC's report) and the nature and extent of the rotting is consistent with it having happened gradually over time.

In the absence of any other independent reports or opinions, then on balance I'm persuaded by PC's report conclusion the damage to the roof was due to wear and tear.

In their final response, Ageas refer to the following exclusion in the *General Exclusions* section of the policy:

"13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually."

Given PC's conclusions about the likely cause of the damage to the roof, then I've concluded the damage was most likely the result of gradual operating causes and wear and tear issues, not storm damage, which the exclusion set out above means isn't covered under the policy. I've also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

However, where an insurer relies on an exclusion in the policy to decline a claim (as Ageas have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think Ageas have done so in the circumstances of this case. So, I've concluded it was reasonable for Ageas to decline the claim for damage to the roof.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr M and Mrs M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 15 April 2025.

Paul King
Ombudsman