

The complaint

Mr T and Mrs T complain Ageas Insurance Limited have declined the claim they made under their home insurance policy.

As Mrs T has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In September 2024 Mrs T noticed her roof tiles were rattling during stormy conditions. She submitted a claim under her home insurance policy for the damage to her roof. She explained she had received three quotes for repairs, and whilst one roofer said the damage was due to poor workmanship, the others had said the damage had been caused by storm conditions.

Ageas arranged for a surveyor to visit Mrs T's property. Following the surveyor submitting their report, Ageas declined Mrs T's claim. It said the surveyor had said the damage was due to poor workmanship which wasn't covered under the terms of Mrs T's policy. Mrs T didn't think this was reasonable and so raised a complaint.

On 29 November 2024 Ageas issued Mrs T with a final response to her complaint. It said the report provided by the surveyor had said the damage to Mrs T's roof was caused by poor workmanship. It said this was not covered by the terms of Mrs T's policy. It said it failed to validate Mrs T's claim in a timely manner and so paid £100 compensation as an apology. Mrs T didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she thought Ageas had fairly declined Mrs T's claim based on the information provided by the surveyor. She said she thought the £100 compensation was reasonable in the circumstances.

Mrs T didn't agree. She said two of the roofers who had visited her property had said the damage was caused by strong winds. She said if there was an issue with the construction of the roof then this would have been identified earlier and not after three years of being built.

As Mrs T didn't agree with our investigator the complaint has 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 want to acknowledge I've summarised Mrs T's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs T and Ageas I've read and considered everything that's been provided. I'll address the key points separately.

Claim decline

The relevant rules and industry guidance explain Ageas shouldn't unreasonably reject a claim.

Ageas have said the damage to Mrs T's roof was caused by poor workmanship rather than because of a storm. It has relied on a general exclusion in the policy which states:

'We do not cover the following:

- *faulty workmanship, faulty design or using faulty materials'*

I've therefore considered whether this is reasonable in the circumstances.

Following the surveyor's visit, they have provided a detailed report, including many photographs of the roof. In their report they have written:

'An inspection of both sides of the roof pitch revealed no clear and obvious signs of displacement due to high winds. Whilst some slates appear slightly misaligned, we are unable to confirm if this is due to continual exposure to high winds from open farmland and being in an exposed location, or due to an underlying design and build issue. The subject property is only 3 years old and we would expect the structure to have been designed in relation to its environment in order to accommodate any high winds in its comparatively exposed location. Whilst we are unable to confirm the proximate cause from a pole-cam inspection, consideration should be given to whether the correct size/type of fittings have been used by the roofer. Principally roof fixings need to be adequate enough to oppose uplift forces and evade slates blowing off causing chattering on the roof which is what appears to be the case in the instance. Fixings should also be able to resist lateral/transverse dislodgement of the slates during periods of high winds '

Later in the report they were asked whether they believe the damage had occurred from one incident and whether the damage had occurred recently. They have answered, 'no' to both questions and have said, *'possibly inherent defect from new.'*

Mrs T has provided a report by a roofer who has said:

'The property has open countryside views and has no protection from the prevailing South Westerly winds as the front gable end of the property is South facing. It is likely that during strong or storm force winds some of the slates have lifted or have become dislodged. This subsequently will cause slates to rattle in strong winds from a certain direction.'

Based on the evidence provided I think it was reasonable for Ageas to rely on the opinion of the surveyor that the damage to Mrs T's property has been caused by faulty workmanship or design. The surveyor has the relevant expertise in this field and has provided a detailed report with their conclusions. Given Mrs T's roof is only three years old, and I've not seen persuasive evidence there were particularly high wind speeds around the date Mrs T believes the damage occurred, I find the conclusions reached by the surveyor to be most persuasive.

The evidence suggests faulty workmanship or faulty design was the cause of the damage to Mrs T's property. This is excluded under the terms of Mrs T's policy and so I think it was reasonable for Ageas to decline Mrs T's claim.

Claim handling

The relevant rules and industry guidelines explain Ageas should handle claims promptly and fairly. Ageas have acknowledged it didn't validate Mrs T's claim as quickly as it should have done and paid her £100 compensation. Therefore, I've considered whether this is reasonable to acknowledge the impact caused to Mrs T.

I can see Mrs T spoke with Ageas at the beginning of October 2024 and provided it with the quotes she had received for the repairs to her roof. However Ageas didn't progress Mrs T's claim promptly, meaning the surveyor wasn't instructed until the end of October 2024. This has caused Mrs T unnecessary distress and inconvenience as she was waiting for an answer on her claim, and I can see she spent time chasing Ageas for updates.

Taking into consideration the length of the delay in Mrs T's claim and the unnecessary distress and inconvenience this has caused, I think £100 compensation is reasonable to acknowledge the impact caused. Compensation of this amount is in line with what I would have expected Ageas to have offered in the circumstances and so I don't require it to pay further compensation.

My final decision

For the reasons I've outlined above I don't uphold Mr T and Mrs T's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 5 June 2025.

Andrew Clarke
Ombudsman