

The complaint

Mrs M has complained that Ageas Insurance Limited (Ageas) unfairly declined a claim under her home insurance policy.

What happened

Mrs M contacted Ageas to make a claim for storm damage. Ageas assessed the claim, including photos from Mrs M's roofer, and declined it. It said the tiles had suffered delamination and wear and tear. So, it declined the claim because it said the storm wasn't the dominant cause.

When Mrs M complained, Ageas maintained its decision to decline the claim. So, Mrs M complained to this Service. Our Investigator didn't uphold the complaint. He said it was reasonable for Ageas to decide the damage was the result of wear and tear, rather than a storm, and to decline the claim.

As Mrs M didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, Ageas accepted there were windspeeds of 58mph around that time, which it said was a storm. So, I think it's fair to say there was a storm.

I've also looked at the second question. I think a storm could cause tiles to slip or blow off a roof. However, I'm also aware Ageas' surveyor found that some of the tiles had delaminated, which I don't think is typical of a storm.

So, I've thought about the third question, which was whether the storm was the main cause of the damage. When Ageas' surveyor visited, I'm aware Mrs M had already arranged for the roof to be repaired. It's my understanding that Ageas had agreed to this but had made Mrs M aware it might not cover the claim. It had asked Mrs M to arrange for her roofer to take photos of the roof before the repairs were completed. The surveyor's report noted that the roof was in reasonable condition and there was no evidence of wear and tear. But because the repairs had already been carried out, the surveyor asked Mrs M to provide her roofer's photos.

When Ageas reviewed the roofer's photos, it noted that the damaged tiles had delaminated. It said this was often caused by over or under firing when tiles were in the kiln. These tiles would eventually fail through the action of freeze/ thaw. The tiles had failed 'in half', in that the exposed areas of the tile had cracked along the line of the bottom of the tile above. The tile above had protected the top half of the lower tile. It noted that individual tiles from different areas of the roof had been replaced and that this indicated that those individual tiles had failed and that the storm had exacerbated a process that was already in train. I think Ageas has clearly identified why it didn't think the storm was the main cause and that what it has said is consistent with the photos. I think it was reasonable for it to decide the damage was more likely wear and tear, which wasn't covered by the policy. So, I think it was fair that Ageas declined the claim for storm damage.

I've also looked at whether there was any cover under other parts of the policy. The only cover that might be relevant was accidental damage cover. However, from what I can see, Mrs M didn't have this cover. But, even if she did, it still wouldn't have been covered because that part of the policy also didn't cover issues caused by wear and tear.

So, having thought about this, I think it was fair that Ageas didn't cover the claim. As a result, I don't uphold this complaint or require Ageas to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan
Ombudsman