

## **The complaint**

Mr B complains with the amount Ageas Insurance Limited (Ageas) have paid to settle the claim he made under his home insurance policy following a storm.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events. In November 2023 Mr B noticed water damage inside his property, alongside damage to his roof, and to the roof of an outbuilding. He believed this had been caused by a storm in October 2023. He reported a claim to Ageas and it arranged for a surveyor to attend the property. Ageas declined Mr B's claim as it said the damage hadn't been caused by a one off storm event.

Ageas re-considered its position on the claim and said it would consider the internal damage to Mr B's property under the accidental damage section of the policy. It maintained its decision that the roof damage hadn't been caused by a one-off storm event. Mr B didn't think this was reasonable and so raised a complaint. He was also unhappy with the way his claim had been handled.

On 22 March 2024 Ageas issued a final response to Mr B's complaint. It said its surveyor had said the damage wasn't caused by a one off storm event and so this wasn't covered under the terms of the policy. But it would look to cover the internal damage caused. It said it didn't think it had unreasonably delayed the claim. It acknowledged Mr B had to chase for a manager to contact him and apologised for this.

Mr B didn't agree with Ageas's decision on his claim and pointed to weather data he had previously provided to show storm conditions had been present. Following discussion Mr B received an email from Ageas confirming his claim could be considered as covered but it needed an estimate for the single ply roof with detail of the areas believed to have been compromised first. Ageas later confirmed the damage to the roof of the main property would remain declined. It said it could set up a second claim for damage caused to the outbuilding roof as the evidence suggested the damage had been caused by a fallen branch. Mr B was later offered a settlement of just under £12,000, including VAT, for the internal damage to his property. Mr B didn't think this was reasonable and so raised a complaint.

On 30 July 2024 Ageas issued Mr B with a final response to his complaint. It said it was maintaining its decision not to cover the damage to the roof of the main building. It said it had offered a settlement of just under £12,000, including VAT, for the internal damage and this was the limit of its liability for this aspect of the claim. It said Mr B had received incorrect information about the claim decision being overturned and so paid £200 compensation. Mr B referred his complaint to this Service.

Our investigator looked into things. He said he thought based on the evidence provided, storm conditions were present around the date of the loss, and the damage was consistent with damage typically caused by a storm. He said he thought storm was the main cause of the damage to Mr B's property and so Ageas should reconsider Mr B's claim as storm damage. He said he thought the settlement Ageas had offered was reasonable, but it should

include the damage to Mr B's roof. He said he thought Ageas should pay a further £200 compensation to acknowledge the distress and inconvenience he has been caused.

Neither party agreed with our investigator. Mr B said he didn't think the settlement Ageas had paid was reasonable to carry out the necessary repairs. Ageas said the policy definition of storm conditions hadn't been met.

I issued a provisional decision on this complaint and I said:

*'I want to acknowledge I've summarised Mr B's complaint in less detail than he's presented it. I've not commented on every point he 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 Mr B and Ageas I've read and considered everything that's been provided. I've addressed the key points separately.'*

*Decision to decline roof damage*

*The terms of Mr B's policy explain Ageas will cover damage caused by storm. The policy defines 'storm' as:*

*'Strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period and hailstones are extreme if they exceed 20mm in diameter.'*

*Ageas have said the policy definition of a storm hasn't been met, and there isn't evidence the damage has been caused by a storm event. So, I've considered whether this is reasonable in the circumstances.*

*When considering whether a claim for storm damage should be accepted, we consider the following:*

- Was there a storm on or around the date the damage is said to have happened?*
- Is the damage consistent with damage a storm typically causes?*
- Were the storm conditions the main cause of the damage?*

*Only if the answer is, 'yes' to all of these questions would I consider this claim should be paid. So I've considered each of these in turn.*

*Was there a storm on or around the date the damage is said to have happened?*

*Mr B believes the damage to the roof of the main property occurred in October 2023 following storm conditions. Ageas have said the weather data it gathered showed maximum wind speeds of 48mph during this period. This Service gathered its own weather data which showed estimated wind speeds of 52mph during this period. I acknowledge this is slightly below the policy definition of a storm.*

*However winds of the speeds outlined above are known to cause structural damage. In addition Mr B has provided wind data from his local airport for this period which show wind speeds well in excess of 55mph on a consistent basis. Storm Babet also hit the area where Mr B lives, and the Met Office issued an amber weather warning due to the storm conditions. On balance, I'm satisfied storm force winds were experienced around the time Mr B's property was damaged.*

*Is the damage consistent with damage a storm typically causes?*

*Mr B has said roof tiles are missing from his property, and there is damage to trestles caused by high winds. I'm satisfied this is damage consistent with high winds.*

*Were the storm conditions the main cause of the damage?*

*To answer this question I'll need to consider whether the storm was the main or dominant cause of the damage, or whether the storm simply highlighted an existing problem.*

*Ageas arranged for a surveyor to attend Mr B's property to assess the damage. In their report they have written:*

*'There is no one off external storm damage, the sheer amount of water has overwhelmed the gutters/valleys etc.'*

*I can see the surveyor later made further comments about the damage and they have said;*

*'The pattern of roof damage over the main building is not consistent with one off storm damage to the roof covering. This is more akin to cyclical maintenance... ..With regards to the roof over bay window, the weather conditions overwhelmed this area and did not cause damage to the covering''*

*Ageas's supplier has further commented:*

*'Our surveyor advised he was able to see there were occasional tiles across the roofing which had come off. The surveyor believed if these were to have been effected by the wind this would be only as the occasion and not the cause and that the roof was in need of maintenance prior, evidenced by the effected tiles being dotted across the roof and not condensed to one area, with no evidence of a violent nor forceable event having occurred.*

*Following his visit, the surveyor was later informed of 2 further areas of the damage to the roof, one being wind damage to trestles which he again did not believe to be as a direct result of the storm. And the other being the single ply cover above the sitting room, which is not visible from ground level and as such our surveyor has been unable to get sight of during his visit. The customer claimed the area had become overwhelmed by water, which had subsequently been able to penetrate underneath the single ply and de-bond the area. While our surveyor did advise he felt that this would not occur without a failure to maintain or a poor application, he had not had sight to evidence this and as such, both the surveyor and [claim handlers] requested the insured to provide further evidence, and a report/quote for repair in order to review this further.'*

*I think it was reasonable for Ageas to rely on the opinion of the surveyor when making its decision on Mr B's claim. The surveyor attended the property, and has the relevant expertise in the field meaning their opinions are persuasive. The surveyor has said they don't believe the damage to Mr B's roof has been cause by the storm and instead has highlighted an existing issue. As the evidence suggests the damage to Mr B's roof, namely the tiles and trestles, hasn't been caused by storm, I think it was reasonable for Ageas to decline Mr B's claim for this.*

*Ageas's surveyor has said he doesn't believe the single ply cover above the sitting room would have been damaged unless there was a failure to maintain it, or it had been applied poorly. And whilst I can see Ageas did ask for an estimate in relation to the single ply roof, I think it has been inconsistent about why it was requesting this from Mr B. Therefore, I think if Mr B can provide Ageas with a report/quote for repair, confirming how the damage has occurred, it should consider whether this is covered under the terms of Mr B's policy.*

#### *Settlement for internal damage*

*Ageas have accepted Mr B's claim for the internal damage caused to his property under the accidental damage section of his policy. It has paid Mr B a settlement of just under £12,000 including VAT for repairs. Mr B has said this isn't sufficient and leaves a shortfall of roughly £15,500. Therefore, I've considered whether the settlement Ageas have paid Mr B is reasonable.*

*Ageas have said the terms of the policy say it can decide how to settle a claim, and it can pay what it would cost it to replace an item. It says its suppliers have provided a schedule of works, and it has used this to calculate the settlement due to Mr B.*

*Whilst I acknowledge the terms of Mr B's policy do allow Ageas to decide how it will settle a claim, I don't think the way it has settled Mr B's claim results in a fair outcome and I'll explain why.*

*The settlement Ageas have paid is based on what it would pay its suppliers if it arranged for the repairs to be carried out. However this doesn't mean this is the amount Mr B is able to have the repairs carried out for. Insurers often have preferable rates with contractors and these rates aren't usually available to private customers.*

*Mr B has provided a number of quotes for the repairs to his property, all of which are similarly priced, and all which exceed the settlement Ageas have paid. I think this demonstrates Mr B can't have the repairs carried out for the amount Ageas have paid.*

*Ageas haven't offered to carry out the repairs to Mr B's property using its own suppliers or contractors. Instead, the only option it has provided Mr B is to receive a cash settlement for repairs. And it's evident the cash settlement it has paid isn't sufficient to enable Mr B to have the repairs carried out. As Mr B is unable to have the repairs carried out for the settlement Ageas have paid, and it hasn't given Mr B any other options than to accept a settlement for repairs, I think Ageas have failed to indemnify him. Therefore, Ageas should settle Mr B's claim based on what it would cost him to have repairs carried out, and it should use the quotations he's provided to do so.*

#### *Damage to the outbuilding roof*

*Mr B submitted a claim for damage caused to the roof of his outbuilding. This has been accepted by Ageas and it has paid a settlement to Mr B. However this has been considered as a separate claim to the claim for internal damage. Mr B has said the damage was caused by storm and so this should be considered as one claim.*

*Ageas's surveyor has written in their report:*

*'Shed – The shed roof was struck by a falling branch which penetrated the*

*roof sheeting. This allowed the high winds to tear off a significant area of roof sheeting.'*

*The terms of Mr B's policy explain cover is provided if the building is hit by falling trees or branches, which is the section under which Ageas have paid Mr B's claim. Given what the surveyor has said about the circumstances of the damage, and the terms of the policy, I think it was reasonable for Ageas to deal with this claim as a separate claim to the storm damage claim Mr B had made. The evidence from the surveyor suggests the damage to the roof was caused by being struck with a branch which in turn allowed the winds to tear off the roof sheeting. I've not seen persuasive evidence the roof sheeting would have been torn from the shed had it not been struck by a branch in the first instance*

#### Claim handling

*Ageas have acknowledged it hasn't handled Mr B's claim as well as it should have done and have paid £200 compensation. So, I've considered whether this is reasonable to acknowledge the impact caused to Mr B as a result of Ageas's errors.*

*I think the way Ageas have handled Mr B's claim has caused him unnecessary distress and inconvenience. I think it was distressing for Mr B to be told his claim for roof damage had been accepted, only to later tell him this was an error. And he was caused unnecessary inconvenience having to chase Ageas for clarification during this period.*

*I think the £200 compensation Ageas has paid is reasonable to acknowledge the distress and inconvenience Mr B has been caused by the errors Ageas have taken responsibility for. However I think this fails to take into consideration the distress and inconvenience Mr B has been caused due to the way Ageas settled his claim. The settlement Mr B has been paid for repairs isn't reasonable, and I think this has caused Mr B some distress. He was left in the position of not being able to have the repairs carried out to his property without contributing significantly to the cost himself. And so, taking all of the circumstances into account, I think total compensation of £400 is more reasonable to acknowledge the distress and inconvenience caused to Mr B.'*

Mr B accepted my provisional decision and Ageas said it had nothing further to add.

#### **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.

As neither party has given me anything further to think about, I see no reason to reach a different outcome to the one I reached before. So, I uphold this complaint for the reasons I set out in my provisional decision.

#### **My final decision**

For the reasons I've outlined above, I uphold Mr B's complaint about Ageas Insurance Limited. I require it to:

- Settle Mr B's claim for the internal damage to his property based on the repair quotes he has provided.
- \*Pay 8% per year simple interest on this amount calculated from the date it paid Mr B

the initial settlement to the date it pays the additional settlement due.

- Re-consider whether the repairs to Mr B's roof above the sitting room are covered under the terms of the policy on receipt of a quote/report from Mr B.
- Pay Mr B a further £200 compensation bringing total compensation to £400.

\*If Ageas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 July 2025.

Andrew Clarke  
**Ombudsman**