

The complaint

Mrs C complains that Ageas Insurance Limited (Ageas) declined a claim made under her home insurance policy.

Where I've referred to Ageas, this also includes any agents acting on their behalf.

What happened

Mrs C has home insurance underwritten by Ageas. In November 2024, Mrs C's guttering was displaced so she contacted Ageas to make a claim.

Ageas inspected the displaced guttering and declined the claim. They said faulty workmanship had been carried out when the guttering was fitted as not enough brackets had been installed, and they referred to an exclusion in Mrs C's policy.

As Mrs C was unhappy with Ageas' claim decision, she approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. He said there wasn't an exclusion for faulty workmanship in the storm section of Mrs C's policy, and he said the damage was consistent with storm damage, and the storm was the dominant cause. So, he said Ageas should settle Mrs C's storm damage claim in line with the remaining policy terms and pay Mrs C £150 compensation.

Ageas disagreed with the investigator's application of the policy terms and recommendations. As an agreement couldn't be reached, the case was passed to me for a final decision.

I was minded to reach broadly the same overall outcome as our investigator, but for different reasons. Therefore, I issued a provisional decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm minded to reach broadly the same overall outcome as our investigator, but for different reasons. Therefore, I'm issuing a provisional decision to give both parties an opportunity to comment on my initial findings before I reach my final decision.

Ageas said Mrs C's guttering had been damaged due to faulty workmanship when it was installed. Ageas said faulty workmanship is excluded under the policy, so they declined the claim.

Our investigator said that Mrs C was claiming under the storm section of her policy, and that section didn't have an exclusion for faulty workmanship, and only the accidental damage section did. So, he said Ageas couldn't fairly apply a faulty workmanship exclusion under a storm damage claim. He then went on to consider what had happened in line with how we'd consider claims about storm damage. That is, considering the following three questions:

- *Were there storm conditions?*
- *Is the damage consistent with storm type damage?*
- *Was the storm the main or dominant cause of the damage?*

The investigator concluded the answer to all three was 'yes', so he said Ageas should settle the storm damage claim in line with the remaining policy terms.

However, Ageas said they'd sent the incorrect policy terms to this service previously and provided a different version. They said Mrs C's policy was actually 'all-risks' rather than 'insured perils'. So, they said the investigator hadn't applied the terms correctly, and maintained loss or damage due to faulty workmanship wasn't covered under the policy Mrs C had.

I'll start here by explaining the difference between these two types of policies.

Insured perils policies (which is how the investigator considered things) have a list of specific insured events that are covered, subject to exclusions. For example, fire, theft, storm and flood are common insured events. For a claim to be considered under an 'insured perils' policy, damage would need to be caused by one of these specific insured events, and then not have an exclusion which means it's then not covered, for example, damage occurring when a property is unoccupied. These types of policies require an insured event to have occurred in the first place, and if there is no insured event, it's simply not covered regardless of any exclusions.

An 'all-risks' policy works differently. Rather than covering a list of specific insured events, such as storm, theft or flood, 'all-risk' policies will often cover any 'loss' or 'damage' that occurs, regardless of cause - unless it's specifically excluded. A policyholder needs to show the broader event of loss or damage has occurred, and it's then for the insurer to show why it isn't covered, such as a specific exclusion which applies.

Our investigator assessed things as if Mrs C had an 'insured perils' policy, then considered whether a 'storm damage' claim under the storm section of the policy would be covered. But I don't think he followed the right approach here.

This is because I'm satisfied, based on what I've seen, that Mrs C had 'all-risks' cover. I say this because the terms that the investigator considered things against was the 'Select' level of cover, which does cover specific 'insured perils' (including storm). Whereas Mrs C actually has the 'Plus' level of cover, which has different policy terms and I'm satisfied is 'all-risks', so covers the broader event of any loss or damage, unless it's otherwise specifically excluded. Therefore, whether there was a specific event of storm, or whether a storm caused the damage is irrelevant, as the policy only requires loss or damage to have occurred - which it has.

However, whilst Mrs C's policy does cover the broader event of any loss or damage, it also has specific exclusions. And one of these exclusions is (as Ageas referred to):

"Loss or damage caused by:

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

When declining Mrs C's claim, Ageas referred to the above exclusion being on page 13 of the policy terms. Mrs C has said her policy doesn't have this exclusion on page 13.

Having seen an image of page 13 that Mrs C has provided, I agree that this doesn't reference the above exclusion and instead appears to have policy definitions.

However, Mrs C hasn't provided a copy of the full policy booklet. But what she has provided is page 13, and the front cover. Having seen the front cover, I think these are old policy terms for a previous policy she held. I say this because the branding is very different to the (incorrect and correct) terms Ageas has provided this service and makes no reference to either 'Select' or 'Plus' cover – the latter of which Mrs C has. I note Mrs C has had insurance under this brand name for a number of years, and I think she may have cross referenced Ageas' claim decline letter and reference to page 13 with an old policy booklet.

I'm satisfied that the 'Plus' policy booklet Ageas has provided (which our investigator also shared with Mrs C recently) is the correct version of the terms for the cover Mrs C had at the time of loss, which occurred when the policy was in force from 1 July 2024 to 30 June 2025. The policy booklet is dated June 2022, and I can see on Ageas' website that they updated the terms (which look very similar in design and layout to the June 2022 version) on 26 July 2023, so those newer terms weren't in place until after Mrs C renewed her cover. So, I'm persuaded, on balance, that the terms dated June 2022 were the terms in force at the time of the loss, rather than the version Mrs C provided.

This means I'm satisfied that whilst the policy is 'all-risks' and covers any loss or damage, there is an exclusion in the policy, as Ageas says, for faulty workmanship.

However, having said that, I'm not minded to conclude Ageas has acted fairly by relying on this exclusion to decline the claim anyway. I'll explain why.

Ageas' position is that the guttering was 5.5 metres in length and only had two brackets holding it in place. Mrs C disputes it is 5.5 meters, and instead says it was actually 4 metres. Mrs C also said she thought there were three brackets holding it in place, rather than two. From the images, I'm not able to determine conclusively whether it is 4 or 5.5 metres in length. However, I don't think that necessarily matters.

I've seen the images from where the gutter has detached from, and this does show that two brackets remain in situ. But, although the picture quality is low, it does also appear that there may have been a third bracket in place, mid-point between the two remaining brackets. It looks to be in the same height as the remaining two and appears that it could have broken off leaving the very top part in situ. This possible bracket section looks very different to the other marks on the white board where there were presumably different brackets in place historically. So, I think, there could have been three brackets in place prior to the displacement - a joint at each side where the guttering has remained in place, and then three brackets across the detached section, so better supported than Ageas says.

But regardless of this, whether there were two or three brackets, the gutter was 4 or 5.5 metres, I still don't think Ageas can fairly apply the faulty workmanship exclusion here. This is because, as Ageas has already recognised, there are no specific building regulations or requirements to install a bracket at specific points along a gutter, and instead, it's subjective and down to the installer what they think is adequate.

Ageas' own agent suggested brackets should be 1-1.83m apart, but that is their view, rather than a regulation or requirement that needed to be followed. And their view could well have differed from the roofing contractor that Mrs C paid to install new guttering ten months before the loss, who deemed two (or three if one is now damaged) brackets appropriate. And although it's been dislodged due to the weather, this doesn't automatically mean it was installed poorly.

So, I don't think Ageas can fairly say there has been faulty workmanship on the basis of a lack of brackets, if there wasn't a specific regulation or requirement that needed to be followed or that has been breached. Therefore, I don't think Ageas has shown faulty workmanship has occurred.

Mrs C's policy covers any loss or damage as its 'all-risks', and she's shown that occurred. And Ageas hasn't shown what has happened is specifically excluded (i.e. faulty workmanship). Therefore, for different reasons to our investigator, I'm minded to conclude Ageas needs to reconsider the claim in line with the remaining policy terms.

However, to manage expectations here, I note that Mrs C's policy has an excess of £250. Therefore, it may be the case that there still isn't a valid claim as the repair cost might be lower than the excess, and if that's the case a claim still wouldn't be payable. But that would be for different reasons than what Ageas has concluded so far (faulty workmanship), and Mrs C would be able to raise a new complaint if Ageas declined her claim for other reasons and she remained unhappy.

For the reasons outlined, I think Ageas has unfairly applied the faulty workmanship exclusion as outlined. This has caused Mrs C distress and inconvenience, as she's needed to bring a complaint all the way through this service in order to have a claim fairly assessed against her policy terms. And unless anything changes as a result of the responses to my provisional decision, I also intend to direct Ageas to pay Mrs C £150 compensation."

So, I was minded to uphold the complaint and to direct Ageas to reconsider the claim in line with the remaining policy terms and to pay Mrs C £150 compensation.

The responses to my provisional decision

Both Ageas and Mrs C responded confirming they agreed with the provisional decision.

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.

And I've thought carefully about the provisional decision I reached. As neither party has provided anything in response to my provisional decision that would lead me to reach a different conclusion, my final decision remains the same as my provisional decision, and for the same reasons.

My final decision

It's my final decision that I uphold this complaint and direct Ageas Insurance Limited to:

- Reconsider the claim in line with the remaining policy terms.
- Pay Mrs C £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 31 October 2025.

Callum Milne
Ombudsman