

## **The complaint**

Mr and Mrs H complained that Ageas Insurance Limited ("Ageas") unfairly declined their storm claim for damage to their conservatory, under their home insurance policy. Mr and Mrs H had representation during the complaint, but for ease and simplicity, I'll generally refer to Mr and Mrs H.

## **What happened**

Mr and Mrs H made a claim to Ageas when bad weather caused damage to their conservatory roof and subsequent damage internally to property and contents.

Ageas appointed a surveyor to review and validate the damage, who on the delegated authority of Ageas accepted the claim and offered a cash settlement of £1,521 (less £450 excess, providing a net settlement of £1,071) to allow Mr and Mrs H to get the repairs completed.

Mr and Mrs H arranged for a contractor to quote for the repairs. However, the contractor advised that it wouldn't be able to provide any warranty for the repair. The contractor provided a quote to provide a full replacement of the conservatory (£11,513), which Mr and Mrs H shared with Ageas.

Ageas said, *"Given the significant difference between our initial offer and your quote, and in the interests of fairness we engaged our specialist supplier, to further validate the claim"*. Based on the report provided by the specialist supplier, Ageas retracted its cash offer and declined the claim. Ageas said there was no evidence of damage caused by an insurable event and said the water damage was due to general wear and tear and natural deterioration.

Mr and Mrs H want to be put back in the position they were in before the storm, where they had a full functioning conservatory. They said their family has been inconvenienced waiting for the resolution of the claim.

Our investigator decided to uphold the complaint. She thought Ageas should honour its offer of a cash settlement for £1,521 and settle any internal damage. She awarded £500 compensation for the distress and inconvenience experienced. Mr and Mrs H disagreed, so the case has been referred to an ombudsman.

## **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.

Ageas accepted our investigator's view as closure of the complaint. However, Mr and Mrs H said they can't get their conservatory repaired for £1,521, so they haven't been put back in the position they were in before the storm caused damage.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?

2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

#### Do I agree that storm conditions occurred?

Ageas agreed storm conditions were present at or around the time of the reported incident, so I've moved to the next question.

#### Was the damage claimed for consistent with damage a storm typically causes?

Our service has access to weather reports, so I've reviewed these for around the time of the reported incident. Over the two days 23<sup>rd</sup> and 24<sup>th</sup> November 2024, there were strong winds with gusts of 61mph and 71mph respectively. Heavy rainfall was also observed with over 25mm falling on one of the days. With Mr and Mrs H's property being on high ground and the rear of the property exposed to coastal winds, it's even possible the strength of the winds were higher than those recorded at the closest weather station.

To put this into perspective, our service would classify this weather as a violent storm or worse, the sort which is rarely experienced and one that is often accompanied by widespread damage.

Therefore, I think it's possible that a storm of this strength could cause damage to a conservatory structure causing it to allow rainwater to enter the property.

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

Ageas declined the claim, it said there was no evidence of damage caused by an insurable event and said the water damage was due to general wear and tear and natural deterioration.

I've reviewed the report that Ageas based this opinion on (from its specialist supplier). The report is brief, and states:

*"Upon inspection our surveyor found the roof system is approximately 15 years old. The double-glazed units in the roof have shifted, the cappings are warped so they are not sitting on the glass, and the finial has shifted and lifted.*

*Due to its overall condition in our surveyor's opinion the roof would require full replacement to rectify the issues.*

*To summarise our surveyor found no evidence of damage caused by an insured event. The water ingress to the conservatory roof is the result of general wear and tear and age deterioration of parts over time.*

*Our surveyor has explained his findings and declined the claim while on site".*

I find the report provided by the specialist supplier rather underwhelming and lacking in detail. Ageas declined the claim, initially because it said there wasn't a storm, but it then argued the damage was caused by wear and tear and deterioration. I don't think the report or photographs really evidence this point. Rather the opposite, as when looking at the condition of the conservatory overall, it looks in good condition.

From looking at the photos, the outside structure of the conservatory has bars in place on the glass, and gaps where I think the wind could enter and create high forces given the

strength of the gusts. So, I think it's possible parts of the structure could've been moved by the wind.

As I don't think the specialist supplier's report is persuasive, I've reviewed the other evidence that's available.

I've looked at what the first surveyor appointed by Ageas said who assessed the damage at the property. He said:

*"The customer advised that 7 years ago he decided it would be good to replace the conservatory's polycarbonate roofing with glass. The customer advised that the conservatory roof was therefore last inspected 7 years ago. The property is on high ground, and the rear of the property is exposed to coastal winds".*

He explained the work that would be required to return the area to a pre-loss position as:

*"High winds have caught the top of the conservatory roof causing ingress of water. The conservatory measures 3.1m x 5.0m. To repair the damage scaffolding would need to be erected around the conservatory and bridge. The damaged area of the roof, and surround seals would need to be repaired, and/or replaced. Our surveyor telephoned [Ageas' representative] from the property as it was not clear whether our surveyor had delegated authority and what the winds speeds were on the date [of the incident]. It was confirmed our surveyor has delegated authority. Our surveyor discussed settlement with the customer. [Mr and Mrs H] did not want to discuss a cash settlement until he had received an estimate for repair".*

The surveyor said the cause was:

*"Strong winds have damaged the top of the conservatory where it joins the main body of the house".*

The report concluded *"Our surveyor believes that this is a valid claim under the storm peril of the policy. Damage has occurred to the conservatory roof. The customer will cash settle but wishes to obtain an estimate first"*.

This report accepts a storm has caused the damage – it doesn't go into detail to explain the mechanics of why the storm caused the damage. But I wouldn't necessarily expect it to, if the outcome of the report is in Mr and Mrs H's favour (i.e. to accept the claim). This report doesn't mention any sign of wear and tear.

Therefore, as I'm not persuaded by the specialist supplier's report. And Ageas' first surveyor's report completely contradicts the specialist supplier's report, I uphold this complaint. I think it's likely the storm played a major part in the damage. I think a storm of such strength could've caused structural damage to the conservatory, such that rainwater could enter. I don't think Ageas has provided a compelling case that it can apply the exclusion from the policy for wear and tear.

Therefore, Ageas are required to put Mr and Mrs H back into their pre-loss condition.

Mr and Mrs H have had two contractors look at the viability of carrying out repairs to the storm damage. Mr and Mrs H have said neither have been able to do the repairs and guarantee the work. Therefore, Mr and Mrs H think that to be put back to their pre-loss condition, Ageas need to find a solution to provide them with a fully functioning conservatory.

However, I need to consider whether it's fair to ask Ageas to pay for the full replacement of a conservatory. So, here I'm considering proportionality. If the cost of the uninsured work is significantly out of proportion with the cost of the insured work, I may find it's not fair for Ageas to pay for all the insured work.

Ageas offered a cash settlement for the repairs of £1,521. I haven't seen any evidence showing this isn't reasonable for the scope of the repairs. I've had a look to see what information is provided on the quotes.

The first contractor who quoted indicated that he was able to guarantee the repairs. The second contractor said *"Mrs H also enquired if the current roof could be repaired. The current roof was manufactured by Supplier K. Visual inspection clearly identifies that the glazing capping is damaged & would need replacing to maintain "compression" on the glass units. Supplier K are no longer available having been bought out by Supplier S. Supplier S have since gone into liquidation. I have made a few enquiries within the trade to explore the possibility of using alternative cappings & the general feedback is "it would not work" mainly due to the profile difference"*.

Given Mr and Mrs H can't find someone to repair their conservatory, the only way of putting the conservatory back to its pre-loss condition is through replacement. However, Mr and Mrs H have shown this will cost £11,513 because the conservatory is old and obsolete, the parts that are required can't be sourced and so contractors won't guarantee the works.

I don't think it's fair and reasonable to expect Ageas to pay for a new conservatory in these circumstances. Ultimately, the policy only requires it to pay £1,521 for minor damage. So, it's disproportionate to ask Ageas to pay so much more – and for a completely new structure to replace an old one - as a fair and reasonable remedy.

Therefore, I intend that Ageas honour the first cash settlement it made of £1,521 (less the £450 excess) which is the best estimate for the repair cost I can see evidenced in the complaint file. Mr and Mrs H then have a choice to make, whether to proceed with having a new conservatory fitted with a higher specification, using the cash settlement as a contribution to the cost. Or, it can use the money to see if they can get a reasonable repair to be carried out.

Mr and Mrs H have said "due to the duration of this claim and continuing leaks, mould is now evident, and additional damage has been done to the sofas, flooring and internal decorations. [We] use the effected space for [our] young children, due to the continuing leak and mould in this area, [it has] as not been usable due to health and safety concerns. The stress and anxiety this has caused on family life over the last 8 months is not acceptable or deemed as treating [us] fairly".

As I've upheld the claim, as I think storm damage was evident, I require Ageas to cover any internal damage that was caused to the property or to contents, should Mr and Mrs H provide Ageas with evidence of the damage. This is what the policy covers. In addition, should Mr and Mrs H have incurred any costs in providing any temporary repairs, Ageas should refund these costs plus 8% simple interest per annum, should evidence be provided.

Finally, the for the delays caused and the distress and inconvenience that Mr and Mrs H have explained, I require Ageas to pay £500 in compensation.

### **My final decision**

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to:

- Cash settle the conservatory roof repairs for £1,521 (less the £450 excess)
- Settle any damage caused internally by the storm to property and contents (and subsequently caused by the delays in considering the claim)
- Re-imburse any costs that are evidenced for carrying out repairs (plus 8% simple interest per annum)
- £500 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 25 December 2025.

Pete Averill

**Ombudsman**