

The complaint

Mrs B complains that Ageas Insurance Limited has unfairly declined her claim for repairs to her roof and internal damage under her buildings insurance policy.

What happened

Mrs B has a buildings insurance policy. This is insured through Ageas.

In September 2024, Mrs B noted water was coming into her porch through the top of the windows and above the door during a period of heavy rainfall. A few days later Mrs B says that there was further rain and by this time she said the wallpaper was bubbling with rainwater. She contacted Ageas to make a claim.

Ageas sent out an assessor to inspect the damage. The assessor didn't think that this was storm damage but that it appeared the damage was because of the natural breakdown of materials. In relation to the internal damage, the assessor said that there were signs of water ingress which had been happening for some time and that high saturation levels in the walls also showed this had been an ongoing issue. As a result, Ageas declined the claim.

Unhappy with this response, Mrs B complained to Ageas who maintained their stance. The complaint was then brought to our service. Our investigator looked into the matter and said that, although there were storm conditions around the time of the notification of the claim, she didn't think that the damage was solely caused by the storm. She said the information provided by the assessor indicated a pre-existing issue with the roof.

Mrs B disagreed with the investigator's opinion and as no agreement could be reached, the matter was passed to me to decide.

On 16 October 2025, I issued my provisional decision. In it I said the following:

"Both parties are fully aware of the circumstances surrounding this complaint and so I've only provided a summary above. It is important to point out that we are an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the complaint rather than commenting on every issue or point made. This isn't intended as a courtesy to Mrs B. Rather it reflects the informal nature of our service, its remit and my role in it.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mrs B's complaint.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are no then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?

- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

The policy doesn't include a definition of storm; however, indications of the weather at the time seems to suggest that there were episodes of heavy rainfall around the time of the claim. Ageas doesn't appear to have disputed the weather conditions when declining the claim. So, I see no reason to dispute that there were storm conditions.

Is the damage consistent with storm type damage?

When Mrs B first notified the case to Ageas, she said that water was coming through her porch. She said this was due to heavy rainfall. If the rainfall is exceptionally heavy, it's feasible that this could enter the building, although high volumes of rain along would rarely damage a well maintained property without any pre-existing damage. I'm satisfied that the damage can be consistent with storm conditions, namely heavy rainfall.

Was the storm the main or dominant cause of the damage?

It is important to say at this point that I'm not a professional in this field and so it isn't for me to decide exactly what caused the damage. However, when considering my outcome, I will weigh up the evidence provided from the relevant experts who have been involved to enable me to decide if I think Ageas has reached a fair and reasonable outcome.

Ageas sent out an assessor to view the damage to Mrs B's property. In his report he referred to moss on the roof causing gaps between the tiles which would allow rainwater to enter the property. In addition, he said he was advised by the contractor who was already there that the cladding on the porch was cracked and that there was a tired valley in the roof area above the porch which was allowing water ingress. In the roof void, the assessor found that the underfelt had taken on water and had degraded. As a result, Ageas declined the claim saying that the damage was caused by a natural breakdown of materials over time. It referred to an exclusion on the policy which says the following:

"We will not pay for any loss or damage caused by wear and tear or any other gradual operating cause."

I can see that the assessor took numerous photographs of Mrs B's property during his visit. These photographs show roof tiles which have extensive moss growth. Some of the tiles do appear to be out of line which would be consistent with the information in the report provided by Ageas' assessor. I've also seen photographs of the internal framework of the porch roof and can see that there are rips and tears to the lining.

Mrs B has provided a quotation dated November 2024 and correspondence from March 2025 and July 2025 from her builder in support of her claim. In the quotation it refers to renovating the tiled roof which has been identified as letting water into the loft area. In the email from March 2025, the builder says that the water penetrating the ceiling in the porch was coming from the roof structure above. The builder said that rainwater was passing through various places on the valley to the porch roof and he believed this was due to the unprecedented rainstorm. Mrs B then provided details of the assessor's report to her builder and in correspondence dated July 2025, the builder stated that the roof had shown no signs of water ingress before this. He referred to it being well maintained with no build up of moss or broken tiles. He also said that there was badly cut felt in the porch roof void, but this was not contributing to the water ingress.

I've considered the information provided by Mrs B's contractor and reviewed this alongside

the information from the assessor. I can see that both have referred to the water coming in through the valley. However, the assessor has commented on the valley being 'tired' which would suggest it had reached the end of its life, allowing water ingress more easily. Mrs B's builder hasn't referred to the condition of the valley but does state in his initial quote that the tiled roof needed renovating – which would suggest that there was existing damage. I note that the builder has also stated that there was no build up of moss or issues with the tiles. However, the photographs provided from the assessor would appear to contradict that statement.

Taking into account all of the information provided, I find the assessor's report more persuasive regarding the cause of the damage suffered by Mrs B's property. The comments that have been made are supported by the photographs provided. I'm not satisfied that the heavy rainfall would have penetrated Mrs B's home, if it was not for the issues with the roof, namely the moss growth and gaps in the tiles, along with the degradation of the roof lining. I appreciate Mrs B's comments about the removal of moss not being necessary. However, from looking at the evidence supplied, I think it's more likely that the moss growth has caused gaps between the tiles which has contributed to the water ingress. I'm more persuaded that the weather conditions simply highlighted issues already in existence prior to this weather event. Therefore, I don't think it was unreasonable for Ageas to refuse to cover the cost of the repairs.

Accidental damage

Mrs B first became aware of the damage to her property when she saw water coming through the ceiling and walls in her porch. She believes the damage caused was because of the episode of heavy rain.

I'm aware that Mrs B has cover for accidental damage under her policy. This provides cover for 'Unexpected and unintended loss or damage caused by a single and one-off event resulting from a sudden and external means'. So, even if the external damage to her property isn't considered as having been caused by the storm conditions, I've considered whether I think the damage inside Mrs B's home should be covered under the accidental damage section.

I've once again reviewed the available experts' opinions regarding this part of the damage. Ageas' assessor inspected the internal part of the porch and found that there was visible staining to the ceiling and walls. He commented on signs of overpainting which showed that the water ingress was likely to have happened over a period of time. And in respect of the lining inside the roof void above the porch, the assessor has said the contractor told him that it had taken on a lot of water over time and had then collapsed and broken off in some areas, although it does seem that the correspondence from the builder issued after this inspection disputes this. The assessor also took readings of the level of moisture in the area and found that there were high levels of saturation which he believed, along with the points already noted, confirmed that this had been ongoing for quite some time. Ageas therefore declined the claim on the basis that this wasn't a sudden one-off event but something that had happened gradually over time.

Mrs B disputes that there has been any previous water ingress into her home and says that the internal areas affected hadn't been decorated in quite some time. So I've considered this point very carefully. While I appreciate Mrs B's comments, the internal damage in the roof void would appear to show that there has been water ingress over a period. And the assessor's comments regarding overpainting in the property would suggest that there were signs of previous damage. From checking the photographs taken, there does seem to be a lot of staining on the walls and evidence of mould growth. Considering everything that has been provided, it would therefore seem more likely that this internal damage isn't because of

a single and one-off event as required by the policy terms but instead something that has been occurring over time.

In the circumstances, I'm not persuaded there is enough evidence to show that this damage has been due to a sudden and one-off event. So, I don't think Ageas has acted unfairly when reaching its decision to decline the claim under the accidental damage section of the policy."

Ageas didn't respond to the provisional decision. Mrs B did provide a response which I've summarised here:

- The assessor's photos show damage after three weeks of sitting water in the porch. Mrs B says the assessor pointed out damage around the light fitting in the porch - she says both her and her builder were taken aback by this statement. She disputes that there was any previous damage.
- A claims handler at the insurance company advised her that the weather at that time was unprecedented.
- She disputes that there was a conversation between the builder and the assessor regarding the damage. Mrs B says the assessor arrived late, and this caused the contractor to waste two hours of his day waiting for him. She says the assessor was unfriendly and she doesn't believe that it is an honest report of his findings.
- Mrs B says she has a team of workmen all ready to repair and replace anything when needed. Her house is in excellent condition and has always been maintained well.

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've noted Mrs B's comments following my provisional decision and I do appreciate her strength of feeling on the matter. I thank her for taking the time to respond.

I'm aware that the rainfall at that time was particularly heavy and as detailed previously, I'm satisfied that this can be consistent with storm conditions. However, the photographs I've seen of Mrs B's roof showed signs of excessive moss growth and gaps in the tiling, along with degradation of the roof lining in the porch. I'm not persuaded that the water would have likely been able to penetrate her home if it wasn't for these issues.

I've seen Mrs B's comments surrounding the assessor's conduct. I hadn't seen mention of these comments previously – I would have expected Mrs B to have reported this to Ageas if she felt that his actions on the day were unacceptable. While I note what she says, the photographs taken support the assessor's opinion regarding the gaps in the tiles and the damage to the roof lining, so I'm not of the opinion that his findings should be disregarded.

In relation to the internal damage, I'd like to assure Mrs B that I have reviewed all the photographs available on the case, including those that she provided. On her photographs I can see what appears to be dark spots on the ceiling and staining at the top of the walls. As these photographs were taken quite a few days earlier than those of the assessor, it would suggest that there has been moisture for some time. But it is important to note that my decision has not been based solely on the photographs provided – I have also considered the expert opinions in relation to the degradation of the lining in the porch roof void and the moisture saturation readings.

I don't doubt Mrs B's comments about how she maintains her property. However, I must consider the evidence available when reaching my outcome. On balance, while I appreciate this will disappoint Mrs B, I'm not of the opinion that the evidence available supports that the water ingress was caused by a sudden one-off event as required by the policy terms. I think it's more likely that this has been gradually occurring over time.

In conclusion, I'm not persuaded Ageas has acted unreasonably when declining Mrs B's claim.

My final decision

As detailed above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 26 December 2025.

Jenny Giles
Ombudsman