

## **The complaint**

Miss H complains about the decline of a buildings insurance claim by Ageas Insurance Limited following a storm event.

## **What happened**

The following is intended only as a summary of the key events.

A buildings insurance policy was in place from June 2024 to June 2025, providing cover for the premises Miss H occupies. The policy was underwritten by Ageas. In November 2024, damage from water entering the property via the roof was noticed. Ageas was contacted, and it arranged an inspection. This inspection took place around a week later. However, Ageas did not confirm it was declining the claim until a couple of weeks after this.

A complaint was raised about the handling of the claim and the decline. Ageas apologised for issues with the handling of the claim, including the information provided when the claim was first reported. And offered £100 compensation for this.

Ageas did not alter its decision on the claim though. It said that the report it had received following the inspection indicated that a tile on the roof was already damaged at the time of the storm. That this had been allowing some water through for a period of time. And that this had caused a deterioration in the roof felting. Ageas concluded that this was damage caused by wear and tear, rather storm.

Ageas also said that the water that had caused internal damage had been allowed to enter the property because of this wear and tear. And the policy said that such damage was not covered.

A copy of the inspection report was requested. But this was not initially supplied. It was eventually supplied, and Ageas offered a further £50 compensation for this delay.

The complaint was then referred to the Financial Ombudsman Service. However, our Investigator didn't recommend that it should be upheld. He didn't think there was an argument that there had been a storm. But he thought Ageas was able to fairly and reasonably rely on the findings from the inspection that the damage to the had been going on for some time. So, this had not been caused by the storm, but rather had been the result of previous wear and tear. And he thought that damage from wear and tear was not covered by the policy.

So, he concluded Ageas had acted appropriately when declining the claim. He also thought that the compensation offered for the claim handling issues was appropriate.

Miss H did not agree with this outcome, and this complaint was passed to me for a decision. I issued my provisional decision on 5 November 2025. The following is an extract from that decision:

“The first key issue is whether the claim should be met. Our Investigator has

previously set out the stages of the test that needs to be applied when a claim for storm damage is made. It isn't necessary for me to repeat these or address each of the stages. As I say, it isn't disputed that there was a storm around the time of the claim.

It is though notable that storm force winds are only likely to have existed from 23 November 2024 onwards – with the claim being reported on 24 November. And that the level of rainfall throughout this period was a long way below what would qualify as a storm under the terms of the policy (under 4mm per hour, compared with the required 25mm per hour). That said, across 23 and 24 November 2024, it appears that over 30mm of rain did fall.

The important part of the test our investigator has referred to is whether the “proximate cause” of the damage was the storm, or whether it was wear and tear. This means I need to decide whether the main cause was the storm, or whether the storm just highlighted an issue that already existed.

It is firstly necessary for Miss H to demonstrate that there is damage that most likely was caused by a storm. As I say, there is no dispute that a storm occurred. And there was certainly one tile that was cracked when the inspection took place. Miss H has also provided evidence from the repairs done to the roof that other tiles needed replacing. A storm event might cause a tile to be lifted or broken. So, it is possible that this damage was the result of the storm. And I think Miss H has satisfied the requirement of the policy in demonstrating this.

Ageas is seeking to rely on an exclusion in the policy. The policy says that Ageas won't pay for claims that are the result of wear and tear. In order to rely on the onus is on Ageas to show that the damage was most likely the result of wear and tear.

I have thought about the evidence Ageas has relied on. It arranged for an inspection of the roof.

Miss H has said that this merely offered an opinion. However, this is largely what I would expect a report of this nature to provide. The inspector will assess the situation and give an opinion on the most likely cause of damage. That said, the opinion does need to be based on sound evidence.

In terms of the evidence, the report includes some photos. These show the outside and inside of the property. As well as internal damage to a bedroom ceiling, it is clear that there is a hole/rip in the roofing felt (as seen from the loft) and that there is a damaged/cracked tile on the exterior of the roof. Comparing the location of the tile to the rip in the felt, it would seem evident that this is where the water entered the property.

The inspection report does not note any other areas of damage to the roof. The evidence from Miss H though indicates that tiles had moved in other areas. It isn't clear why this was not identified during the inspection. And the photos provided do not show the entire roof – including the area of these other tiles.

The report concludes that, “The rest of the loft roofing felt is visually in good condition except for that one area, this would suggest that ingress has been happening over a period of time and deteriorated felt.”

This conclusion does not make a great deal of sense to me though. Having a broken tile in only one location would likely have led to damage in only this one area of the

felt. And this would be the case regardless of when the tile was broken – i.e. either whether this was before or because of the storm. No close-up examination of the felt appears to have been undertaken – the relevant photo is from some distance away. So, I don't think any of this demonstrates a longer-term deterioration of the felt.

I have thought about the bedroom damage and what this indicates. Ageas has indicated that it accepts the internal damage was the result of a single incident – i.e. the water entering on only one occasion. But that it considers this was allowed due to the tile having been cracked as a result of wear and tear.

The inspection report says there is no sign of mould. The absence of this raises a question about how long there had been an ingress of water. If this had been happening for a long time, I would expect there to be signs of this. But apparently there were not.

This supports Ageas' conclusion that there was a single event. But seems to go against the report's conclusions that ingress had been happening over a period of time.

Whilst there was fairly heavy rainfall around the time of the claim, there was also rainfall in the days and weeks preceding this. Had the tile been cracked prior to the storm, I would expect this to have led to water entering the property. Crucially, I would also expect that this would have been evidenced by mould etc.

The photos show a large area of the ceiling plasterboard has broken, with insulation material hanging through. This means that a significant amount of water must have accumulated. The question is, how long would this have taken?

Ageas has more recently said that the insulation would have been acting as a sponge, until the weight of water caused the ceiling to collapse. But, if the accumulation was over a longer period, it isn't clear that this would mean no mould would grow. In my opinion, it is more likely the opposite – with the sponge effect meaning that the area would remain damp following any accumulation of water, leading to mould.

So, I have thought about whether the level of water required to create enough weight to collapse the ceiling could have accrued had the tile been damaged in the storm.

Weather reporting indicates that, over 23 and 24 November 2024, more than 30mm of rain was likely to have fallen. The broken tile was on a sloping roof, so it is necessary to take into account that some of the water landing above this location would also enter. Looking at the photos provided, I would estimate the broken tile to be between 2m to 2.5m down the slope. And the shape of the tiling would have created a trough. This is likely to have been around 150mm across. This area would therefore be 3m<sup>2</sup> to 3.6m<sup>2</sup>. 30mm of rain over this area would equate to around 90 litres to 112 litres.

Clearly, not all of this water will have entered through the broken tile. This was a situation where there was a small gap, not a large hole created by the total removal

of the tile. But my understanding is that around 15 litres of water would be heavy enough to bring down the ceiling. And this might require only 13.4% of the water that fell to have entered through the break. This does not seem excessive to me.

The lack of mould indicates that the ingress of water was recent, rather than

something that had been ongoing for some time. And the calculations above indicate that the level of water required to bring down the ceiling could have occurred within the relevant time period for the damage to have been proximately caused by the storm.

I should stress that these are calculations that I have made based on my own knowledge and understanding. And that I am not qualified to assess building damage. However, I am required to determine whether Ageas has acted fairly and reasonably by declining the claim by applying the exclusion relating to wear and tear. Given the limited nature of the inspection, and the circumstances overall, I am not persuaded that it has.

Ultimately, there is the potential for there to have been an insured event, and for this to have resulted in the damage being claimed for. And I do not consider Ageas has demonstrated that the most likely proximate cause of damage is wear and tear. Whilst this is a possibility, the onus is on Ageas to demonstrate that this is the most likely cause. And I do not consider the level of inspection undertaken, and the conclusions that were based on this, met the relevant bar.

So, I do not consider Ageas has fairly and reasonably decline the buildings or contents claim. And it should reconsider this in line with the remaining terms of the policy.

Miss H also raised concerns about how quickly the claim was dealt with. I understand that incorrect information may have been provided in the initial call that took place. And I have commented on this below. But the claim was dealt with within what I would consider a reasonable timeframe given the circumstances.

These circumstances included Ageas' concerns over the Trust and related policy eligibility. These issues are similar to those that the Financial Ombudsman Service has, and which have led to this complaint being in Miss H's name only. Ageas has considered the claim, so has seemingly accepted that there is a valid policy in place. But the concerns it had did lead to a small delay which was understandable.

Even with this added complication though, Ageas provided its decision on the claim within around three weeks. I do not consider this to be overly unreasonable.

As mentioned, there were some issues with the initial call. And also with Ageas providing a copy of the report. Ageas has agreed that it did not communicate as it ought have. And has offered £150 for this. I agree that this is appropriate.

I've also concluded that Ageas did not decline the claim fairly or reasonably. And this has had an impact on Miss H. She had to live in a damaged property for a number of months, which would not have been the case had Ageas met the claim and arranged repairs. The internal damage was largely limited to one room. But this would still have had an impact.

Miss H also apparently has characteristics of vulnerability. And this would no doubt have exacerbated the distress and inconvenience she suffered.

Taking everything into account, I consider Ageas should pay Miss H a further £500 compensation."

I asked both parties for their responses to the provisional decision. Miss H initially explained that she did not consider the £500 compensation award was sufficient, explaining that she

incurred additional costs bringing her complaint. However, ultimately, she did accept this proposed redress.

Ageas did not agree with the provisional decision though. It said that the apparent damage to tiles toward the lower edge of the roof may have been the result of a separate storm event that took place after November 2024. And this may not have been something present when the inspection took place – so was not something the inspector missed. Ageas also said that some of the works listed were maintenance related.

In terms of the inspector's conclusions, Ageas said the inspector, "confirms that the damaged section of felt is limited to the area below the cracked tile, with the remainder of the underfelt appearing in good condition. This supports the case that water penetration over a period of time has caused the exposed felt to perish thus preventing rainwater to rundown the underfelt to the gutters, as is its purpose; but to fall down directly and affect the room below."

### **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.

Having done so, I am upholding this complaint, largely for the same reasons as set out in the provisional decision and above.

I will start by saying that the insurance policy in question is in the name of a trust. The documents provided to the Financial Ombudsman Service do not confirm the exact details of this trust or who the trustees are. However, Miss H occupies the insured premises and seemingly has an interest in the property (as well as potentially the trust itself). So, I consider she is a beneficiary of the insurance policy and hence is eligible to bring this complaint.

I will also repeat that the above is only a summary. A number of complaint points and arguments have been made. I have considered all of these, but not commented on each of them individually in this decision. Instead, I have focused on what I consider to be the key issues. This is not intended as a discourtesy. Instead, it reflects the informal nature of the Financial Ombudsman.

Ageas has said that the other damage to the roof that was not referred to by the inspection report might relate either to maintenance or have been caused by a separate storm event. I agree that both of these are possible.

Some of the works listed in the invoice Miss H has provided do not even relate to the roof, and others are more likely to be maintenance related rather than being damage resulting from a storm event. It is not appropriate for an insurance policy to cover the cost of maintaining a property – this is the responsibility of the homeowner. And an assessment of what works are covered or not is likely to be necessary. This is something that Ageas will have to do as part of reconsidering the claim in line with the remaining terms of the policy though.

Cracked and displaced tiles could be the result of storm damage however. It is possible that some of the damage was not the result of the storm event in November 2024. But Ageas seems willing to agree that this might be the result of a storm event – even if not this one. If that is the case, the cost of repairing this would be a valid claim. The policy was in force over the period in question, until after this damage was repaired.

It might be that, if the damage was caused by a second storm, this would be a separate

claim which could attract a separate £100 excess. But it does not appear there is any clear evidence that the storm event in November 2024 was not the cause of this damage. So, taking things in the round, I consider Ageas ought to consider this as one claim.

I do appreciate the point that if this additional damage wasn't present at the time of the inspection, the fact this wasn't commented on would not indicate the inspection was not as thorough as it ought to have been. However, the fundamental concern I have with the inspection is the lack of any close examination of the area of felt that was damaged. The report concludes that this area was damaged by deterioration of the felt over a period of time. But, whilst I agree that this is a possibility, this conclusion appears to be something of an assumption. And the onus is on Ageas to show it is more likely than not that an exclusion applies.

Without a close up inspection of the felt, I do not consider it is possible to determine whether the damage was a gradual deterioration or a more sudden tearing of the felt.

If there had been ingress of water over a sustained period, and this water had been channelled to the guttering, it isn't clear why the damage to the felt was limited to the area directly beneath the tiles – rather than down this 'channel'.

I do appreciate that the fact the roof looks to have required elements of maintenance does increase the possibility that the storm event(s) merely highlighted a pre-existing defect that was the result of wear and tear. Had Ageas' inspection been more thorough, it is possible that it would have been able to evidence this. But I need to reach a decision based on the evidence that is available. And, whilst I acknowledge that I am not myself an expert, I do not consider the level of inspection that has been evidenced allows for a safe and persuasive conclusion that the cause of damage was more likely than not excluded under the policy.

It follows that Ageas has not demonstrated that the cracked and displaced tiles were not caused by the storm event that Miss H has claimed was the cause. So, it is unable to rely on the exclusion that it has.

It is likely that some of the work carried out to the roof following the claim was not to repair damage caused by the storm. Exactly which elements this applies to is something that Ageas will need to assess as part of reconsidering this claim. Ageas will also likely need to assess the claimable cost of the repair of internal damage.

Even though Miss H has now said that she is willing to accept the recommended compensation amount, I have thought about the comments she made when initially responding to my provisional decision. I note that she incurred some costs in making the claim and complaint. But, taking things in the round, I am satisfied that the overall compensation amounts redress the situation appropriately.

### **Putting things right**

Ageas Insurance Limited has not demonstrated that the damage to the tiles and water ingress was the result of wear and tear. So, it is unable to fairly and reasonably rely on this to decline the claim. It should therefore reconsider the claim based on the remaining terms of the policy.

Ageas has paid £150 compensation in relation to service issues stemming from the claim. But it should pay Miss H a further £500 to redress the additional distress and inconvenience caused by the decline of the claim.

**My final decision**

My final decision is that I uphold this complaint. Ageas Insurance Limited should put things right as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 January 2026.

Sam Thomas  
**Ombudsman**