

complaint

Mrs I's unhappy that Ageas Insurance Limited has declined a claim under her household insurance policy.

background

Mrs I renewed her household insurance with Ageas in January 2015. On 10 February 2015 she called them to claim for water damage to the walls and ceilings in two of her bedrooms. Ageas instructed a loss adjuster who inspected the property five days later. Based on his report it declined Mrs I's claim.

Our adjudicator didn't uphold Mrs I's complaint. He thought that Ageas had acted reasonably in deciding to decline her claim. Mrs I disagrees. She says she hadn't seen any damage to her bedrooms before the night between October and December 2014 when her son had to move his bed because water was coming in through the ceiling. She says she hadn't previously had a problem with a gutter-pipe splitting and water entering in bedrooms or she'd have had it repaired.

my findings

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've decided not to uphold Mrs I's complaint. I'll now explain why.

Mrs I says that she didn't see any water damage to her bedrooms before the night of heavy rain when her son had to move his bed because of water coming in. I fully accept this. But not all damage caused by weather is covered by her policy. 'Storm' is defined as:

"strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow.

Heavy or persistent rain or snow alone does not constitute storm unless the rain or snow is extreme that damage is caused to well-maintained properties or adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and*
- 30cm/12 inches or more of snow within a 24 hour period (or less)."*

Because Mrs I's not been able to specify when the water came into her son's bedroom, I can't establish if the weather that night was extreme enough to meet this definition. So I can't say that it should be covered by her policy.

Even if I was able to establish that there was a storm that night, which I can't, the fact that this was the first time that Mrs I saw water damage in her bedrooms doesn't mean it was caused that night. The property surveyor's report's very clear. He says that the water damage to the interior and exterior of Mrs I's home was caused over a long period of time.

Mrs I's policy excluded claims for storm damage *"that happens gradually over a period of time; or that does not arise from one identifiable event which directly and immediately*

caused the loss or damage". The surveyor says it happened gradually over a period of time. And Mrs I hasn't been able to tell us when the bad weather happened, so I can't identify a single causal event. So I don't think Ageas was unreasonable in declining her claim for storm damage.

Ageas also considered if her accidental damage extension would cover the loss. This excludes claims for:

"Damage caused by or resulting from wear and tear, loss of value or lack of maintenance; or rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear"

The surveyor's expert opinion is that the water damage to the bedrooms was due to the condition of the guttering, flashing and pointing, which require maintenance. So I don't think Ageas was unreasonable in declining a claim under this part of the policy either.

It follows that I don't think that Mrs I's complaint should succeed.

my final decision

For these reasons, I've decided not to uphold Mrs I's complaint against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs I to accept or reject my decision before 13 November 2015.

Mike Foster
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