

## **The complaint**

Mr A and Mrs H have complained that Ageas Insurance Limited (Ageas) have refused to pay their claim for storm damage to their roof.

## **What happened**

Mr A and Mrs H hold a home insurance policy with Ageas which was purchased through a broker on 16 January 2020. They purchased the house in January 2018.

In February 2020 Mr A and Mrs H made a claim on their house insurance for damage following storm Ciara. The claim was for damage to the roof which caused leaking, affecting the main bedroom, living room, hall and conservatory. There was water damage and staining to the ceilings, carpets, curtains, and flooring.

A surveyor from Ageas attended the property to assess the damage and sent the report to Ageas on 15 May 2020. Mr A and Mrs H chased Ageas for a response throughout May, and in June they were told that the damage to the roof would not be covered but the accidental damage to the interior of the house such as damage to carpet and ceilings would be covered. Mr A and Mrs H say that this delay in getting a decision has resulted in further damage to the property.

Mr A was advised to send in pictures of the property before the storm, which he did on 23 June 2020. They were then advised that a loss adjuster would come out. On 3 July 2020 a loss adjuster came out and said they would get the report shortly.

Following this visit Ageas asked for some additional information from Mr A and Mrs H based on queries raised by the loss adjuster. They requested the valuation report from when the property was purchased, an invoice from the roofing company who had repaired the roof previously and contact details for the structural engineer that Mr A and Mrs H had spoken to informally about the roof who Mr A said had advised that the property was in excellent condition. They were also asked to provide evidence that they did not run a business from the property.

On 24 July a second loss adjuster came out and on 27 July 2020 Mr A and Mrs H were sent a holding letter saying Ageas were still investigating.

Mr A then provided some of the requested information to Ageas. He sent in:

- A letter from his accountant to confirm that he doesn't operate any business interest from his house.
- An invoice for roofing work completed on 5 March 2018 which included an inspection of the roof confirming it is in overall good condition, general maintenance and repairs to broken slates replacing them where needed, cleaning of the valleys and a fibreglass membrane being applied.

- An invoice dated 12 September 2020 for repairs to the roof including boarding the dormer and fitting a rubber cap sheet, cleaning out the valleys and gutters and coating damaged areas, fitting a rubber membrane to the front facing valley gutters, replacing damaged slates, reattaching loose slates, replacing leadwork and patch pointing ridge tiles.
- A report from structural engineers following a visit on 19 October 2020. This report says that they found the roof was in relatively good condition and had been maintained well, and the condition of the roof belied the age of the building. In their opinion, the water ingress was likely due to issues out of the control of the client, as the roof appeared well maintained.
- A letter from the roofing company who confirmed that on their last visit to the property in December 2019 they carried out maintenance and the roof was watertight. They confirmed there were no missing or loose slates and the roof was in a good state of repair. A photograph was attached to the letter showing the roof.
- A valuation report prepared for Mr A and Mrs H's bank on 4 January 2018 which says the property is in an average state of repair. No specific mention is made of the roof.

On 5 February 2021 a structural engineer prepared a further report at the request of Ageas. They used a drone to examine and photograph the roof.

The report stated that there was evidence of extensive water ingress to the perimeter of the roof at localised positions, coincident with the water ingress noted internally. It said that it had been happening for some considerable time. The report concluded that the most likely cause of the ingress was a lack of adequate maintenance of the parapet gutter and the stone slate roof finishes and associated lead flashings. They identified several areas where bituminous tape had been used to repair the lead lined gutter and inappropriately used on slate joint positions, and there was poor detailing to the repair work done on the lead work at the head of the parapet stones, ridge valleys, hips and abutment position.

On 9 March 2021 Ageas wrote to Mr A and Mrs H to advise that following the drone survey and the engineer's visit, they consider that the roof was leaking as a result of dilapidation and deterioration, not as a result of the storm. There was also evidence of a lack of maintenance.

Mr A says the repeated delays, lack of contact and obstacles being put in their way has caused immense stress and further damage has been caused to the interior. One of our investigators has looked into Mr A and Mrs H's complaint and he thought that Ageas had acted fairly in the consideration and declining of Mr A and Mrs H's claim. However, he did think that Ageas could have communicated better with Mr A and Mrs H and he awarded £150 for the trouble and upset caused.

Mr A and Mrs H disagreed with our investigators view, and so the case has come to me to review.

### **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.

In this case I have to consider whether Ageas have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in declining the claim for storm damage.

Our approach to storm claims is in three stages. Firstly, I need to consider whether a storm has taken place. To do this, I've looked at the weather reports available from February 2020, when Mr A and Mrs H say the damage occurred. I'm satisfied that the weather reports show that storm type conditions occurred and that therefore there is an insured peril against which Mr A and Mrs H can make a claim.

Secondly, I've considered whether the damage that occurred is the type which may have been caused by a storm. All the information I have indicates that the ingress of water came from the roof and the gutters which were damaged. This is the type of damage which can be caused by a storm, and as such I am satisfied that this is the type of damage that can be caused by a storm.

Finally, I have thought about whether the storm conditions are the likely main cause of the damage to the roof that is being claimed for, or whether there was existing disrepair to the roof which was made worse by the storm.

I have considered the reports provided by the loss adjusters and the structural engineer sent to the property by Ageas, and I have also had the benefit of seeing the reports provided by Mr A and Mrs H, which include the pre purchase valuation report from 4 January 2018, an invoice for roof repairs dated 5 March 2018, a letter from the roofing company dated xx October 2020 confirming that they have been maintaining the roof, a further repairs invoice from 12 September 2020 and a structural engineers report dated October 2020.

Ageas have rejected this claim on the basis that the damage to the roof was pre-existing and wasn't caused by the storm. The policy wording states: "*Your policy does not cover claims arising from wear and tear or gradual deterioration. It is your responsibility to keep your home in a good condition*". Section 1 also says that loss resulting from a storm claim isn't insured if the loss or damage happens gradually over a period of time.

The only contemporaneous evidence that I have about the state of the roof prior to the storm is that provided by the roofing contractors, who undertook some repairs in 2018. They said that the roof was in "an overall good condition" and they provided an invoice for some general maintenance repairs. Unfortunately, this invoice doesn't specify which area of the roof the maintenance was to.

The roofing contractor provided a further report which was dated after the claim which said that they had examined the roof in December 2019 and it was in a good state of repair with no missing states. However, this report is not contemporaneous, and there is no invoice for this maintenance check provided, so I am not really able to attach any weight to this.

By the time that the claim was made in February 2020, two years had passed since the last evidence of maintenance repairs.

In addition, the report prepared by the loss adjusters on 16 February 2020, just after the claim, noted that there was evidence of previous damage and mould to a number of ceilings in the property, demonstrating an ongoing issue with ingress of water, and also noted large areas of the roof where back pointing on the roof tiles had failed and the roof timbers were stained due to ingress of water. They stated that repairs were only being undertaken when

the roof failed, rather than recognising a maintenance issue which required a major overhaul.

They further thought that while the recent weather had highlighted the breakdown of the roof, the underlying cause of the damage was the ageing materials.

Having read this report I am satisfied that when making a decision on what the primary cause of the water damage was, Ageas have acted fairly and were entitled to rely on the report provided by the loss adjuster. It was completed shortly after the damage was reported and includes detailed photographs of the damage inside the property and in the roof space.

Whilst I accept that Mr A had had some repair work done two years previously, this is an old roof and the previous internal water damage noted by the loss assessors indicates an ongoing battle with ingress of water typical of old properties.

I have noted the report by the structural engineer provided by Mr A, but as this was prepared eight months after the damage, after a period of sustained good weather, and after the repairs undertaken in September 2020, I am not persuaded by it. It is also quite brief and doesn't contain any photographs.

I note that Ageas sent the further structural engineer out 12 months after the damage was first reported, to conduct a drone survey. The engineer attributed the water ingress to a lack of maintenance to the parapet gutter, the stone slate roof finishes and the lead flashings. He noted some of the maintenance that had taken place, presumably some of which were the repairs done following the claim, but he still comments on a general lack of maintenance.

Overall, I am satisfied that Ageas were entitled to rely on the reports prepared by the engineer following the claim as this is the most contemporaneous report of the condition of the roof. I haven't seen anything provided by Mr A and Mrs H which persuades me that the damage causing the leak was primarily as a result of the storm, and I find that Ageas's decision was fairly made.

### **Trouble and upset**

I can appreciate that this incident has been upsetting and stressful for Mr A and Mrs H, and I do think that Ageas could have communicated their initial decision sooner and better than they did. There seems to have been an unexplained delay between the claim and the first loss adjuster's visit, and the decision in June. The delays after this were in part attributable to Mr A and Mrs H delaying in providing the documents requested by Ageas and so this is not entirely Ageas's fault.

I think in view of the inconvenience caused by these initial delays, an award of £150 as suggested by the investigator is appropriate

### **My final decision**

My decision is that Ageas Insurance Limited have not done anything wrong in declining the claim, but they should pay Mr A and Mrs H £150 for the delays and poor communication in making this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs H to accept or reject my decision before 14 June 2021.

Joanne Ward  
**Ombudsman**