

The complaint

Ms A complains that Ageas Insurance Limited unfairly declined a claim for storm damage under her landlord household insurance policy.

Where I refer to Ageas, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

In April 2023, Ms A made a claim under her insurance policy for damage caused by a storm. Ageas instructed its loss adjustors to investigate, and a desk top review was undertaken based on photos provided.

Ageas declined the claim in August 2023, on the basis the damage was as a result of normal deterioration or wear and tear. It said the policy didn't cover general maintenance and Ms A had failed to maintain the roof since she purchased the property in 2005.

Ms A didn't think this was fair, so she raised a complaint about the decision to decline her claim and the delays in progressing it.

Ageas maintained its decision to decline the claim. But it acknowledged there were some failings in the customer service Ms A had received, and it paid £250 compensation to put things right.

Ms A brought her complaint to our service. And our Investigator upheld it. He said neither Ageas nor its loss adjustors had visited the property. Instead, it had relied on photos considered by a claims handler to decline the claim and the incorrect assumption that no maintenance to the roof had been carried out in almost 20 years. He noted that no report had been provided by a qualified surveyor or similar. He said Ageas should pay the claim plus interest.

Ageas didn't agree with our Investigator. It now wishes to rely on weather reports showing that no storm conditions took place on the date Ms A made her claim. As this didn't alter our Investigator's view of the complaint, it's been passed to me to decide.

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.

When looking at storm damage cases, we usually ask three questions:

- were there storm conditions on or around the date of the claim?
- is the damage consistent with storm damage?

- were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” then the claim won’t succeed.

Was there a storm?

Ms A’s insurance policy covers her for storm damage. The policy doesn’t define what it considers to be a storm, so generally speaking I’d expect it to involve violent winds, usually accompanied by rain, hail, or snow.

Ageas has provided weather reports for 27 April 2023 showing that wind speeds were 29mph and no storm conditions occurred. But Ms A made her claim on the morning of 27 April 2023, so I’m not persuaded this is the date she’s alleging the damage occurred.

Ms A says a storm occurred on 12 April 2023. And looking at the weather reports, I can see wind speeds were 44mph on 11 April and 58mph on 12 April. She says there was no water ingress prior to this storm, and it was subsequent to it that she was made aware of the internal damage.

I’m persuaded there were storm conditions on or around the date of the claim. So, my answer to this question is yes.

Is the damage consistent with storm damage?

Damage to roofs and chimneys - particularly lead flashings - are considered, on the face of it, to be damage typically caused by a storm. So I accept that the damage reported by Ms A is consistent with storm damage.

Were the storm conditions the main cause of the damage?

Ageas rely on a desk top assessment carried out by a claims handler at its loss adjustors. The report says:

“We have conducted a full review of the information provided and noted the following:

- *Mortar finish deterioration to the brickwork of the chimney stack.*
- *Evidence of previous repairs to the chimney stack.*
- *Moss growth across all elevations.*
- *Lichen growth on surfaces.*
- *Staining and deterioration of painted surfaces.*

This review has identified that areas of the roof are below average, and we consider that the pre-existing condition of the roof that as per your advises has been untouched since your purchase in 2005 to be the main factor in the damage that resulted.

In our view the roof has not been affected by inclement weather conditions and is more likely a result of general deterioration/wear and tear to the external roof finish consistent with general aging.”

I don’t find this report particularly persuasive. I say this because the loss adjustor didn’t attend the property, they’ve based their findings on photographs. And, as our Investigator has pointed out, it hasn’t been carried out by a surveyor or anyone of equal standing. I’d

expect any decision made on the condition of Ms A's roof to be done by someone who was suitably qualified to do so.

Furthermore, the report indicates that the roof hasn't been maintained in almost 20 years. But Ms A has evidenced that essential repairs were carried out in 2013 and 2021, the roof was cleaned in 2018, and the gutters cleaned in 2022. So I'm persuaded the roof has been adequately maintained.

The onus is on Ageas to show that a policy exclusion applies and I'm not satisfied it has done so. Based on the information provided, I'm satisfied the storm conditions were the main cause of the damage as the roof had been adequately maintained and there was no persuasive evidence that the damage was wear and tear. So my answer to this question is yes.

Putting things right

As I've answered yes to all three questions, it follows that I'm satisfied Ms A's claim should succeed. And I don't think Ageas has acted fairly by declining it. As such, I'm directing it to reimburse Ms A for the costs she's incurred in repairing the roof damage and internal damage, plus 8% simple interest per annum from the date she paid these costs until the date she's reimbursed.

In regard to the poor customer service and delays, I'm satisfied Ms A has been adequately compensated and I don't award anything more.

My final decision

For the reasons I've explained, I uphold this complaint and direct Ageas Insurance Limited to put things right in the way I've explained above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 1 August 2024.

Sheryl Sibley
Ombudsman