

The complaint

Mr and Mrs P complain that Ageas Insurance Limited (Ageas) declined their claim for storm damage under their home buildings insurance policy.

What happened

Mr and Mrs P contacted Ageas on 22 January 2024 to make a claim for damage caused to their roof during a storm. Areas of the roofing felt had lifted and this had allowed water to penetrate internally. They say Ageas sent a surveyor to inspect the damage. Mr and Mrs P say the surveyor was rude and told them their claim wasn't covered as the damage was due to wear and tear. Mr and Mrs P didn't think this was fair and so they complained to Ageas.

In its final complaint response Ageas says it asked its surveyor to comment on the concerns raised about his behaviour. He advised he'd behaved professionally throughout the survey. When declining a claim, he says he will remain firm so as to explain the reasons for the decline. In its response Ageas apologised that its surveyor hadn't met Mr and Mrs P's expectations and confirmed it has fed this back to the individual.

Ageas says although there was a storm around the time of Mr and Mrs P's loss, the damage they reported was due to wear and tear that had occurred over some time. It says its policy doesn't provide cover for damage caused in this way.

Mr and Mrs P didn't think they'd been treated fairly by Ageas and referred the matter to our service. Our investigator didn't uphold their complaint. She says although storm force winds were experienced around the time of the loss, the underlying cause of the damage was due to wear and tear as demonstrated by Ageas's surveyor.

Mr and Mrs P didn't accept our investigator's findings and asked for an ombudsman to consider the matter.

It has 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.

Having done so I'm not upholding Mr and Mrs P's complaint. I'm sorry to disappoint them but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline the claim.

Mr and Mrs P's policy terms define a storm as:

"Strong winds of over 55mph"

Its definition also refers to rain, and snow conditions. But the claim here relates to strong winds that lifted and damaged the flat roof coverings at Mr and Mrs P's home.

I've checked the data from a weather station close to Mr and Mrs P's home. On the day they reported the damage gusts up to 81mph were recorded. Based on this I'm satisfied storm force winds were experienced. This means the answer to question one is yes.

Strong winds causing damage to a roof is something typically associated with damage caused by a storm. So, the answer to question two is also yes.

The final question I need to be satisfied with is that the storm conditions were the main cause of the damage. To understand if this was the case I've read the surveyor's report that Ageas provided. The surveyor says:

"Upon inspection of the roofs we noted that the house was broke into three roofs all of which are felt covered. Two of which had been affected, both had felt fold back during winds. We noted temporary repairs in the form of fixing down with screws and timbers. The roof felt appears friable to the edges and the main two roofs require replacing. They are obviously over 30 years old and solar gains and wear over the years have caused the roof covering to break down."

In addition to the above the surveyor reported damage to the decorations in the lounge and one of the bedrooms.

I've looked at the photos included with the surveyor's report. This supports the view that the felt coverings are of some age. The felt has cracked at the edges and looks to be in need of replacement. I note the surveyor's comments that roofing felt such as this isn't intended to last as long as it's been in place on Mr and Mrs P's roof.

I've read the letter Mr and Mrs P's roofing contractor provided dated 30 January 2024. This describes the work needed to replace the roof. It comments that some areas of timber are rotten. Mr and Mrs P say their contractor is shocked their claim has been refused and has offered to provide further testimony. I note Mr and Mrs P's comments that no-one has contacted the contractor to discuss this.

Mr and Mrs P's policy terms say:

"What is not insured

Damage caused by: Wear, tear or deterioration."

Having considered all of the evidence, the underlying or main cause of the damage wasn't the storm. It was due to a gradual deterioration of the roofing felt over some considerable period of time. I note the contractor's view but I'm more persuaded by the surveyor's report and supporting photos. This shows the roof was in a deteriorated condition prior to the storm.

A well-maintained property should be able to withstand the impact of a storm. What the evidence shows is there was an existing weakness with the roofs at Mr and Mrs P's property. This has been further highlighted by the storm. But the storm wasn't the main cause of the damage. This means the answer to question three is no. It also means that Ageas acted reasonably when declining Mr and Mrs P's claim for storm damage.

I acknowledge Mr and Mrs P's comments that they had carried out previous repairs to sections of the roof. But I don't think this shows the roof was in a good condition. I'm satisfied that had the roof been in a good condition this loss wouldn't have occurred. The roof covering is clearly past its useful life and needs replacing. Ageas's policy doesn't provide for a replacement roof or repairs in these circumstances.

I've thought about whether Mr and Mrs P's policy includes any other cover for these circumstances. Their policy booklet refers to an accidental damage extension, which could potentially provide cover for the damage that occurred internally. But Mr and Mrs P didn't take this option.

I'm sorry Mr and Mrs P were upset with Ageas's surveyor's behaviour. I've considered their testimony alongside the surveyor's account of what happened. But as I don't have anyway of independently verifying what was said, or the manner in which it was communicated, I can't reasonably say that the surveyor behaved inappropriately.

Having considered all of this, I don't think Ageas treated Mr and Mrs P unfairly when relying on its policy terms and conditions to decline their claim for storm damage. So, I can't reasonably ask Ageas to do any more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 26 July 2024.

Mike Waldron
Ombudsman