

The complaint

Mr and Mrs B have complained about Ageas Insurance Limited's (Ageas') decision to decline a claim they made for accidental damage caused to their laptop and iPad.

What happened

In June 2022, while Mr B and Mrs B were away from home they received a call from a family member to inform them that tiles had fallen from the roof onto their glass conservatory roof, breaking the roof and causing damage to contents that were in the conservatory.

Mr B is acting on behalf of Mr and Mrs B, so I will refer to him for the remainder of this decision. Mr B initially submitted a claim to Ageas, in June 2022, for damage to a laptop and iPad caused by a storm. Mr B said that when he returned home, after the tile had smashed the conservatory roof, he had found that the roof had leaked and the laptop and iPad, located on a shelf in the conservatory, had been damaged.

Ageas' suppliers validated the costs for the repair to the conservatory roof, however, Ageas' declined to cover the damage to the laptop and iPad as its suppliers confirmed the damage those items had suffered was not caused by the insured event of the roof tile falling through the glass conservatory roof

One of our investigators looked into what had happened and gave her reasons to Mr B, for not upholding the complaint, on 30 October 2024. She said that while the policy did provide cover for damage caused to contents which occurred suddenly (and not deliberately) she found the evidence provided by Ageas' supplier (S) advising that the damage was not caused by the tile smashing the conservatory roof, persuasive. Our investigator concluded that Ageas had therefore fairly declined the claim. With regard to Ageas' offer of compensation for delays in progressing the claim, our investigator agreed that the £200 Ageas had offered represented an appropriate level of compensation in the circumstances.

Mr B did not accept our investigator's view. He remained of the view that the damage to the laptop and iPad was caused by the events he had described. Mr B asked for an ombudsman's decision on his complaint.

What I have 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.

The terms and conditions of the policy that are relevant to Mr B's complaint are found in: 'Section D: Accidental damage to your contents,' on page 37 of the policy booklet. The terms say:

'This optional section of your policy covers you for accidental damage to any contents within your home. Just to be clear, when we use the term accidental damage, we mean damage that is unexpected and unintended, caused by something sudden and which is not deliberate.'

So, if the laptop and iPad had suffered from accidental damage, then the policy would have covered the cost of repair or replacement.

The same section of the policy terms and conditions also lists a number of exclusions detailing circumstances in which cover will be excluded. However, I do not need to go on to consider the exclusions, because I am not persuaded that Mr B has provided sufficient evidence to show the laptop and iPad have been damaged by this insured peril.

It is for the policyholder to show that the damage they are claiming for, under their policy, has been caused by a peril, or risk that the policy covers. In this case, the peril or risk that Mr B first claimed against was that of storm damage. Ageas declined the claim on this ground, on the basis that there were no storm conditions present around the date of the claim. Mr B later clarified that the tile which fell through the conservatory had been loosened by an earlier storm which caused other damage that Ageas had accepted a claim for some months earlier. However, for damage caused by a storm to be covered, the storm needs to have occurred at the time the damage became apparent. That was not the case here.

Ageas did consider Mr B's claim under the accidental damage term that I have quoted above. Ageas instructed its supplier, S, to inspect the two items and provide a report confirming whether or not the damage was likely caused by the tile coming through the conservatory roof.

After inspecting the laptop, the report from Ageas' supplier concluded that the damage was not consistent with the events Mr B had described as leading up to the damage occurring. The report said that the screen was cracked, the bezel was hanging off the screen, incorrect screws had been used, screws were missing, the base was not fully attached, the LCD was not attached to the screen cable and had been removed previously and the palm rest had a scrape / dent on the top left corner (if looking at the base).

The report said the evidence suggested that someone had been inside the laptop because a screw and the antenna cable were not in the right place and there were no signs of internal damage or liquid ingress. S concluded that the damage had likely come from being tampered with or dropped.

With regard to the iPad, S said that if the damage had been caused by the falling tile and resulting water ingress, it would have expected more signs of liquid and more impact to the iPad than was evident. The only impact was small and compact which was not consistent with the tile or brickwork falling on it.

Where the evidence is inconsistent or contradictory as it is here, I make my decision based on what I think more likely than not occurred.

Mr B has recently written to us to say that he was arranging for another company to look at his laptop and provide a report on the damage. However, that information has not been provided by the deadline of 19 November 2024 set by our investigator. Also, given the lengthy period of time Mr B has been awaiting a resolution of his complaint, I consider it appropriate to now proceed to issue my final decision as I am satisfied I have sufficient evidence already, on which to come to my conclusion on the complaint. The report from Ageas' experts on the current state of the iPad and laptop persuades me that it is more likely than not, neither were damaged by a tile falling through a conservatory roof. And while Mr B's report might say something different, I would need to weigh that information up in the context of all of the other evidence, and the fact that the evidence is being provided a significant period of time after the event took place, would make it less persuasive in any event.

So, in summary, on the one hand, Mr B has said that the laptop and iPad were damaged by the tile coming through the conservatory roof and has provided photographs of the damaged items. On the other hand, Ageas has provided an expert report which explains why they consider the damage to be inconsistent with the event Mr B has reported. Having carefully considered all of the evidence, I think it more likely than not that the laptop and iPad were not damaged by the tile coming through the conservatory roof, so the damage would not be covered under the '*accidental damage to contents*' term of the policy. I therefore conclude that in declining Mr B's claim Ageas has acted in line with the policy terms and conditions, and fairly in the circumstances.

With regard to the compensation offered to Mr B for the period of delay in progressing the claim, having considered all of the relevant circumstances, and impact on Mr B, and bearing in mind Mr B has confirmed he accepts the £200 compensation, I do not think Ageas' needs to do any more in relation to this part of Mr B's complaint.

My final decision

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

Under the rules of the Financial Ombudsman Service, I am required to ask Mr B and Mrs B to accept or reject my decision before 19 December 2024.

Carolyn Harwood
Ombudsman