

## **The complaint**

Mr H complains that Ageas Insurance Limited have unfairly declined his claim for storm damage to his property.

## **What happened**

Mr H had a buildings insurance policy with Ageas.

In January 2024 Mr H made a claim following Storm Henrik for damage to the roof of his property. Several tiles at the top of the roof had come loose and fallen off leaving a significant hole under the ridge tiles. The repair bill was £1850.

Ageas declined the claim, saying that the roof had pre-existing damage which was highlighted by the storm conditions.

Mr H was unhappy with this and brought his complaint to us.

One of our investigators looked into the complaint and initially upheld it, but then changed her view after Ageas re-sent some photographs with comments about the condition of the roof.

Mr H disagreed with our investigator's view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

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 doing so.

However, having considered all of the evidence carefully, I have upheld Mrs M and Mr M's complaint, and I will explain why.

When our service looks at a storm claim, there are three questions to consider:

1. Were storm conditions present on or around the date the damage is said to have happened
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

## **Were there storm conditions present on or around the date the damage is said to have happened**

There is no definition in the policy and so Ageas use the Association of British Insurers (ABI) definition of a storm which is:

- High winds of 55mph or more, resulting in structural damage

- Torrential or heavy rain or hail (more than 25mm in one hour)
- Heavy snowfall

Ageas accept that wind speeds of 55mph were recorded on 2 January, so this question can be answered yes.

### **Is the damage consistent with damage caused by a storm**

High winds can cause slight structural damage to chimney pots and roof tiles, and slipped, dislodged and falling tiles would be consistent with the type of damage caused by high wind speed, so this question can also be answered yes.

### **Were the storm conditions the main cause of the damage**

Ageas sent out a surveyor shortly after the storm who prepared a report, and on the basis of that report, Ageas declined the claim, saying that there was wear and tear on the roof, and so applied the following exclusion:

*“When we don’t cover you: Loss or damage caused gradually by wear and tear, wet or dry rot or anything which happened gradually.*

However, a claim can still succeed if the storm is the main or dominant cause of the damage, and that’s what I have to consider.

I’ve reviewed the report and the photographs of the roof that have been provided, together with the annotated close ups of the damage. The pictures of the whole roof show the general condition to be reasonable to good, and what I would expect of a roof of that age. I can see that there are some areas of renewed tiles which indicates that there has been some ongoing maintenance.

Ageas have said that there is evidence of perished mortar but I haven’t seen any evidence that this mortar has been touched or tested to see if it loose, and the mortar at the site of damage is completely missing along with the tiles, so it is not possible to comment on this.

Whilst I accept that there may be a few slipped tiles elsewhere on the roof, which may or may not themselves have been caused by the storm, the main patch of damage that is being claimed for is a patch of tiles that have been blown off under the ridge, three rows of tiles deep and four to five tiles across, stripping the roof covering back to the lath. It seems likely that given the location and scale of the hole it wouldn’t have happened if it had not been for the storm force winds. I’m satisfied that normal weather conditions would be unlikely to have stripped the roof to that extent in such a localised area, and so I consider that it is more likely than not that the storm is the main or dominant cause of the damage here.

I can appreciate that this claim process and the worry of having his roof exposed for a period of time will have been upsetting for Mr H given that he has a young family and some of the bedrooms are in the roof space, and so as Ageas have in my view made an error in declining this claim, I’m awarding Mr H £200 for the distress and inconvenience caused by this.

### **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.

Ageas have accepted my decision. Mr H has responded and has made some further points. He has refuted that there was wear and tear to his roof and further highlights how unhappy he is with Ageas handling of his claim. Whilst I can understand Mr H's concern about the comments on his roof, it isn't necessary for me to make any finding about whether there was wear and tear generally on the roof, because the evidence suggests that the cause of this particular damage is the storm. In terms of the impact on Mr H, I can understand how frustrating it has been, and that is why I have made an award for £200 to recognise this.

And so for the above reasons I am making my final decision in line with my provisional findings.

### **Putting things right**

I think that in order to put things right Ageas should

- Reinststate the claim and proceed to settle it in line with the remaining terms and conditions of the policy.
- Pay Mr H £200 compensation for the distress and inconvenience caused.

### **My final decision**

My final decision is that I'm upholding Mr H's complaint and directing Ageas Insurance Limited to put things right as above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 January 2025.

Joanne Ward  
**Ombudsman**