

The complaint

Mr W complains that Ageas Insurance Limited (“Ageas”) have unfairly declined a claim under his Property Owners insurance policy.

What happened

The circumstances of this complaint are well known to both parties, so I’ll only summarise them here.

- Mr W tells us that a property he owns suffered damage during a storm in February 2020
- Mr W’s tenants weren’t occupying the property, so the damage wasn’t discovered until Mr W visited the house in August 2020.
- Mr W submitted a claim for damage caused by the storm and instructed contractors to carry out repairs.
- Ageas declined the claim saying the damage wasn’t caused by a one-off storm event and the water ingress had been gradually operating.
- Mr W was unhappy with this and complained to Ageas.
- In its final response letter dated 5 October 2022 Ageas said its technical team had carried out a full file review and it maintained its decision to decline the claim.
- Mr W remained unhappy and brought his complaint to this service.
- Our investigator didn’t uphold the complaint. He said there was no evidence of storm damage to the roof or that this caused water ingress. He wasn’t persuaded that the storm conditions were the sole cause of the damage to the property and felt Ageas had acted fairly in declining the claim.
- Mr W asked that an ombudsman decide the case.

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’ve reached the same outcome as our investigator, and largely for the same reasons.

There is no dispute the policy provides cover for storm damage. The issue I have to decide is whether Ageas acted reasonably in declining the claim.

I appreciate Mr W has strong feelings on his case and if I don’t mention a particular point he’s made or piece of testimony he’s provided it isn’t because I haven’t seen it or thought about it. It’s just that I don’t feel it necessary to reference it to explain my decision. I hope Mr W doesn’t take this as a discourtesy, it’s just a reflection of the informal nature of our service

When deciding a claim for storm damage there are 3 main issues I have to consider:

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

Ageas have not disputed whether there was a storm on the night the incident occurred. So I'm persuaded it's more likely there was a storm.

I've then gone on to consider if the damage is consistent with that a storm typically causes and were the storm conditions the main cause of the damage.

Ageas instructed property claims management specialists to visit the property. The visit took place on 6 October 2020, after Mr W had completed external repairs, and the surveyor comments that the external damage related to a coping stone on a parapet wall of the roof that Mr W believes was dislodged by the storm. The surveyor says *"no photos were provided (by Mr W) of any storm related damage or the coping stones in situ after the claim storm damage"*. And he goes on to say he was not able to substantiate any storm related damage to the external areas as the repairs have been carried out and no photos were available.

I've considered what both parties have said. I'm not entirely persuaded all the damage is consistent with that typically caused by a storm however, the dislodged coping stone could've been caused by the storm. And as there's some debate, I'll go on to consider the final issue - were the storm conditions the main cause of the damage.

The report from the claims management specialists appointed by Ageas concluded that:

"Following a thorough inspection by the attending surveyor the claim was declined. No damage consistent with peril was found to be evident, the damage was the result of wear and tear being highlighted by the recent weather conditions."

Ageas have also provided comments from a technical manager who has reviewed the report from 6 October 2020 and an "inventory and schedule of plight and condition" report, commonly known as an end of tenancy report, from January 2020, shortly before the storm happened. He concludes the extent of the damage is not consistent with a one-off storm event.

The technical manager also notes the overall condition of the roof area below the slate, specifically the mortar that is holding the lead flashing in place is poor and has several fractures and that driving rain could find a way through. He adds that the work noted in the quote Mr W provided is more consistent with long-term damp or ingress of water over many months or years.

I've considered the evidence and testimony both parties have submitted, including comments from the loss adjuster initially appointed to the claim, and I'm more persuaded by the evidence Ageas has provided. I'm not persuaded the internal damage is consistent with that a storm typically causes. On balance I find it more likely the storm highlighted an existing problem and wasn't the main cause of the damage.

In the circumstances of this case I'm satisfied Ageas have acted reasonably in declining the claim and I won't be asking it to do any more.

My final decision

For the reasons above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 September 2023.

Martyn Tomkins
Ombudsman