

The complaint

Mr G complains that Ageas Insurance Limited unfairly declined a claim he made under his home insurance policy.

What happened

In June 2022, Mr G took out a home insurance policy with Ageas via a broker. He told the broker that building works were being carried out on his home and the broker said this was acceptable.

In November 2022, Mr G made a claim under the policy. He told Ageas that a builder he'd hired to build a dormer on top of his bungalow had turned out to be a con artist. The builder had removed the roof and then demanded more money for materials. He hadn't completed the work and Mr G had been left without a roof for 15 weeks. Mr G said the roof wasn't secured and two concrete blocks had fallen through into the hall and bathroom.

Ageas declined Mr G's claim on the basis that there wasn't an insured peril. It also told Mr G it wouldn't have insured his property if the broker had made him aware of the building work that was being carried out.

Mr G raised a complaint, but Ageas maintained its position. So, Mr G asked our service to consider the matter.

Our investigator didn't think Mr G's complaint should be upheld. She considered whether Mr G's claim should be covered under the insured perils of vandalism, theft and accidental damage. She concluded that the damage wasn't covered by the vandalism or accidental damage sections of the policy. But she didn't think Ageas had shown that an exclusion applied for the theft of materials from the roof. She concluded that Ageas should assess this part of Mr G's claim.

Mr G disagreed with our investigator's outcome. He said he couldn't understand how our investigator had reached the conclusion she had, when the policy states it covers criminal damage and he's provided evidence to show that there was. He also commented that his whole claim was based around damage to the contents of his home, not the structure. He said he was trying to claim for his floors, carpets, kitchen units and other items that had suffered damage due to a criminal act.

Mr G also provided a number of comments regarding policy wording he felt was relevant to his claim.

As Mr G disagrees with our investigator's outcome, the complaint 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've reached broadly the same conclusions as our investigator. I'll explain why.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage. If it's established that an insured event caused the damage an insurer can decline a claim if it can show that an exclusion applies, or a condition has been breached.

Mr G says his property was damaged by a con man who is under investigation for fraud and criminal damage. He says the builder had no intention of carrying out the work he was hired to do.

Mr G says he ripped off the roof in June 2022, demanded more money than agreed, and left without carrying the work once the additional payment had been made. Mr G says the builder stole lead from his roof which would cost a lot of money to replace. He says a significant amount of damage was caused due to their being no roof on the property. There was water damage to plaster and floors and damp throughout the property. Kitchen worktops, furniture and appliances have also become damaged. Mr G feels the policy should cover him for being a victim of a criminal act through deception.

Ageas says that Mr G's claim isn't covered under any of the perils listed in the policy. It says that when it first logged the claim it believed poor workmanship was at play, which is excluded under the policy. It says "*vandalism*" would be the most applicable peril to consider the claim under. However, its underwriting team has said there is no cover for this peril as of the date of policy inception and it's also not able to consider it under "*theft*" or "*accidental damage*".

Vandalism

In the buildings section of the policy's terms and conditions under "*Vandalism*" it says:

"We'll pay claims for vandalism to your buildings.

We don't pay claims for:

- *Vandalism caused by you or your family, or by a person who is allowed to be in your home, such as a cleaner or tenant.*
- *Vandalism if your home is unoccupied."*

Keeping in mind what Mr G has said about his roof being damage by a deliberate and criminal act, I think it would be reasonable to consider this to be vandalism.

Mr G thinks Ageas shouldn't exclude damage under this section because the damage wasn't caused by a family member, and he says the con man illegally entered his home under false pretences. He's also told us that the builder caused damage to his front door and was aggressive towards him.

I've considered Mr G's comments. However, the exclusion doesn't only relate to damage caused by family members it also relates to vandalism caused by "*a person who is allowed to be in (the policyholder's) home*". Mr G's claim relates to damage caused as a result of the roof being removed by the builder. And Mr G allowed the builder access to his home in order to carry out work on his roof. So, I don't think it's unreasonable for Ageas to decline Mr G's claim under this section of the policy.

Accidental damage

I can see that Mr G's policy provided cover for accidental damage to buildings and contents. In this section it says:

"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."

Mr G says the damage to his roof was deliberate and the damage to other parts of his buildings and contents appear to have been as a result of this. So, I don't think his claim is covered under this section of the policy.

Theft

In the buildings section of the policy's terms and conditions under "*Theft*" it says:

"We'll pay claims for:

- *Damage to your buildings as a result of theft or an attempted theft.*
- *Any fixtures or fittings, such as copper pipes, that are stolen.*

We don't pay claims for:

- *Theft or any attempted theft by you, your family, or anyone who's employed permanently in or around your home, such as a nanny, carer, cleaner or gardener.*
- *Theft or attempted theft by lodgers, paying guests or tenants.*
- *Theft or any attempted theft if your home is unoccupied."*

Mr G says the builder stole lead and other materials from his roof.

The exclusions under this section of the policy are different to what's found under the "*vandalism*" section. The builder doesn't appear to have been permanently employed by Mr G. I don't think an exclusion applies to Mr G's claim for theft of roof materials. So, I think Ageas should reassess this part of Mr G's claim under the remaining terms and conditions of the policy.

Other perils

Mr G has referred to several other insured perils he feels his claim should be considered under such as "*storm*", "*flood*" and "*damage to your property caused by moving objects*".

Mr G says concrete blocks fell into his home and roof contents fell onto his carpet. He says every room in the house is damaged by water and mould. The electrics, kitchen units, floors and television have been damaged due to water and damp.

However, the falling items and water ingress appear to have occurred as a result of the roof having been removed. So, I'm not persuaded that the damage Mr G's is claiming for was caused by these other perils.

Mr G has also made reference to the "*professional fees and costs*" section of the policy. This says:

"If your buildings are damaged, we'll pay claims for any necessary and reasonable costs that you need to pay as part of the repair or rebuild, as long as the damage would have been covered elsewhere in this Buildings policy."

As I'm not satisfied that damage to Mr G's building is covered elsewhere in the policy, I don't think this section applies to his claim.

Policy sale

Mr G has also questioned if Ageas is at fault for the policy being sold to him after he told the broker he was having building work carried out.

The broker has accepted responsibility for what happened during the sale of the policy, and I haven't seen any evidence to suggest Ageas was at fault here. So, I haven't considered the sale of the policy in this decision.

In conclusion

I don't doubt what Mr G has told us about being a victim of a scam. I understand this has had a devastating impact on him and his family. It sounds like they've been left living in appalling conditions in a property they believe to be unsafe. Mr G has told us they are experiencing financial difficulties and are unable to heat their home properly.

I do empathise with Mr G and his family. However, I can't tell Ageas to pay for repairs to damage that doesn't appear to be covered by the policy.

Having carefully considered the policy's terms and conditions, I think the only loss Mr G has claimed for that might be covered, is the theft of materials from his roof.

Putting things right

Ageas should reassess Mr G's claim for stolen materials from the roof, in line with the policy's remaining terms and conditions.

My final decision

For the reasons I've explained, I uphold Mr G's complaint in part and direct Ageas Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 14 November 2023.

Anne Muscroft
Ombudsman