

## **The complaint**

Mr and Mrs K complain about how Ageas Insurance Limited handled and settled a claim they made under their home insurance policy for storm damage.

Mr and Mrs K are represented by a relative in bringing this complaint. But for clarity I'll refer to all submissions as being made by Mr and Mrs K directly.

## **What happened**

Mr and Mrs K held a household insurance policy that was provided by Ageas Insurance Limited (Ageas). They say their property suffered damage to their roof and water ingress as a result of heavy rainfall during the evening of 12 June 2023. They stated this caused internal damage to a loft bedroom and its contents.

Mr and Mrs K reported their claim to Ageas the day the damage occurred. On 13 June 2023, Ageas appointed a surveyor, which I'll refer to here as "P", to attend Mr and Mrs K's property to validate the claim and provide an opinion on the cause of damage.

On becoming aware of P's instruction, Mr and Mrs K contacted it so enquire whether it would be using a ladder to ascend the roof. They were informed a camera pole would be used to inspect the roof and complained as they didn't think a proper inspection would be undertaken by P if it used a camera pole to assess the damage.

P attended Mr and Mrs K's property on 14 June 2023. It used a camera pole to assess and record images of the roof. It subsequently submitted its images and a cause of damage report to Ageas.

When P reported to Ageas, it stated the damage and water ingress had been caused by poor workmanship to the roof. It explained that ridge tiles connecting the pitch section of the roof with the flat roof hadn't been adequately secured. It said this had pulled the roof covering and caused the tiles to come away, which had led to water ingress during a period of heavy rainfall.

P informed Ageas that the damage to Mr and Mrs K's property wouldn't have been happened had the roof been installed correctly and said adverse weather conditions had highlighted the roof's pre-existing condition.

Ageas declined Mr and Mrs K's claim based on P's opinion – it said the storm wasn't the dominant cause of the damage because this was due to faulty workmanship, which was a general exclusion within the policy. However, Ageas informed Mr and Mrs K that their damaged contents could be covered by the accidental damage clause of their policy. It later retracted this settlement offer as it said this had been an error.

Mr and Mrs K were unhappy with the outcome of their claim. They said the damage had worsened following another period of adverse weather and thought P's inspection of the roof was inadequate and superficial. Mr and Mrs K disputed P's opinion on the cause of the damage. They stated their loft had been converted around 2 years previously and had been

signed off as conforming with building regulations. They also stated the roofer they'd appointed to undertake repairs had confirmed the roof had failed because of adverse weather.

Ageas investigated Mr and Mrs K's concerns and issued its final response to their complaint on 5 August 2023. It maintained that the damage hadn't been caused by a one-off storm event and didn't uphold Mr and Mrs K's complaint about the way it had settled their claim.

Being dissatisfied with how Ageas had dealt with their complaint Mr and Mrs K referred it to our service. Our investigator looked into what had happened and empathised with Mr and Mrs K. But they didn't recommend upholding their complaint about how Ageas had assessed their claim as they were persuaded that it had correctly declined the storm claim. They did, however, inform Mr and Mrs K that Ageas had offered £100 compensation to recognise that they'd initially been informed in error that their damaged contents would be covered by the accidental damage clause of their policy.

Mr and Mrs K rejected Ageas' offer of compensation and disagreed with our investigator's assessment of their complaint. So, I've been asked to decide the fairest way of resolving this complaint.

### **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.

I'm aware that I've summarised the events of this complaint. I don't intend any discourtesy by this - it just reflects the informal nature of our service. I've concentrated on what I think are the key issues. I can assure Mr and Mrs K and Ageas that I've read everything that they've provided. So, if I've not mentioned something it's not because I haven't considered it. It's just that I don't think I need to comment on it in order to reach what I think is a fair and reasonable outcome.

I'm sorry to learn of the difficulties Mr and Mrs K experienced after they notified Ageas of their claim. It's clear from the information they've provided our service that they believe their roof sustained damage as a result of a storm. I can see they refute the evidence Ageas has provided to the contrary.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Our service assesses complaints independently within a fair and reasonable remit – we don't act for either a consumer or a business. And I want to assure Mr and Mrs K and Ageas that, in considering this complaint, I thought very carefully about what happened here.

Here, there's no dispute that damage occurred to Mr and Mrs K's property. However, there's disagreement between them, Ageas and its agent as to the cause of the damage and the correct outcome of the claim.

Mr and Mrs K's policy with Ageas provides cover for damage caused by a range of perils that might happen. These are specific one-off events and include storm, for example. But, for a claim to be successful, the onus rests on Mr and Mrs K to show that the damage they reported was caused by one of the perils listed in their policy.

There are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

1. Is there evidence that there was a storm around the date of the damage?
2. Is the damage consistent with what we would normally consider storm damage?
3. Was the storm the main cause of the damage?

I have re-assessed Mr and Mrs K's complaint with these three questions in mind. The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

In weighing up the first question, I can see that Miss M and Ms P's policy defines storm as follows:

*"strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period and hailstones are extreme if they exceed 20mm in diameter".*

Ageas and P didn't believe the weather on the date Mr and Mrs K's property sustained damage met the policy definition of a storm. But I'm not persuaded that was correct here. I say this because, based on the weather recorded within Mr and Mrs K's locality at around the time the damage occurred, the maximum windspeed recorded was 36mph. While Ageas was correct in stating that doesn't meet its policy definition of a storm, the rainfall was 26.6mm an hour, which would satisfy the definition of extreme rainfall.

I think Ageas ought to have recognised that the weather recorded fell within the policy storm definition. And, overall, the weather recorded on 12 June 2023 satisfies me there was a storm on the date the damage occurred. So, I'm able to answer the first question affirmatively.

In considering question two, I'm satisfied that damage to a roof and consequent water ingress is consistent with what we would normally consider to be storm damage. And I'm satisfied, overall, this type of damage is something that our service has, on occasion, seen following a storm. So, I'm able to answer this question affirmatively.

I'll turn now to the issue of whether I think the storm was the main cause of the damage in this instance.

Ageas has argued that the main cause of damage was poor workmanship to the roof as a result of its incorrect installation. As I mentioned in the background to this complaint, Ageas relied on P's report in repudiating this claim.

I considering whether the roof failed as a result of adverse weather or poor workmanship I've carefully considered P's report, which includes images taken during its site visit. I've also reviewed the photographs Mr and Mrs K provided of their property. I'm satisfied there are sufficient images to enable a fair assessment of this claim.

As I set out in the background to this complaint, Mr and Mrs K have questioned the thoroughness of P's inspection. They believe P should have undertaken a more thorough inspection by ascending the roof or, in the alternative, conducting a drone inspection. I'm afraid I don't agree with Mr and Mrs K for reasons I'll outline below.

It isn't always necessary for a surveyor to ascend a roof in order to properly inspect it. Here, I understand that the roof was viewable without ascending it due to the layout of the build.

For similar reasons, I'm satisfied a drone inspection wouldn't have added anything to the inspection that was undertaken.

Within P's report I can see that it captured a number of images of the relevant areas of the roof during its site visit. I understand that it also used images Mr and Mrs K provided in assessing the claim. There were adequate close up detailed photographs available for P to use to reach a conclusion on the cause of damage, which showed the condition of Mr and Mrs K's roof. I'm satisfied, overall, that P undertook an appropriate independent inspection of Mr and Mrs K's roof and had sufficient information on which to determine the cause of damage.

I'm persuaded that P was correct when it said the roof had failed due to defective installation. A correctly installed loft conversion roof should withstand adverse weather. Mr and Mrs K have told our service the roof was approximately 2 years old at the time of the damage. I'd expect a roof to last a lot longer if it had been properly erected or installed.

Mr and Mrs K contend that the roof of their loft conversion was correctly installed; I've seen a certificate from a building inspector that they shared with us. While this certificate shows the roof was signed off as conforming with building regulations, the photographs of the roof I've seen show the defects P identified within its report – namely that the ridge tiles have come away because they haven't been adequately secured. And this is why there was water ingress.

I'm satisfied these defects haven't been caused by a storm. And, impartially, I think the photographs support P's view that the roof wasn't properly installed and that the water ingress was due to poor workmanship to the roof irrespective of the building certificate Mr and Mrs K have shared with our service.

Based on the evidence I've assessed, I think the storm, most likely, highlighted the existing defects, and poor workmanship, to the roof. And this explains why there was water ingress when there was wind-driven, or heavy, rain. It follows that I'm satisfied the internal and external damage to Mr and Mrs K's property wasn't caused by a one-off storm event.

Under the terms of Mr and Mrs K's policy, loss or damage caused by poor workmanship is specifically excluded. This is in common with most home insurance policies because insurance is intended to cover the unforeseen. And something that requires maintenance or must be remedied due to faulty installation isn't unforeseen.

Overall, I don't think Ageas made an error in attributing the cause of the damage here to poor workmanship to the roof. As this is something that isn't covered under the terms and conditions of Mr and Mrs K's insurance policy, I can't fairly ask Ageas to approve this claim.

Mr and Mrs K say their property suffered further damage following another period of adverse weather. But as the roof hasn't been damaged as a result of the storm, I can't say Ageas is responsible for this. I'm persuaded it repudiated the claim within a reasonable time frame once it was in receipt of P's cause of damage report.

I know Mr and Mrs K will be disappointed with this decision. I appreciate the reasons why they brought their complaint to our service. But this brings to an end what we, in trying to resolve their dispute with Ageas informally, can do for them. I'm sorry we can't help Mr and Mrs K any further with this.

## **Putting things right**

As I set out in the background to this report, after this complaint was referred to our service, Ageas offered to pay £100 compensation to Mr and Mrs K. This was because it informed them in error that it would cover the damage to their contents under the accidental damage part of their policy.

The advice Ageas gave Mrs and Mr K was incorrect as accidental damage is excluded in circumstances where this has occurred as a result of poor workmanship. I'm satisfied the advice Ageas provided this would have created a reasonable expectation on the part of Mr and Mrs K that it was intending to settle a contents claim in their favour, which is bound to have caused avoidable distress and inconvenience. And I'm persuaded Ageas ought to pay compensation to recognise the impact that error would have had on Mr and Mrs K.

We aren't here to punish businesses and, having thought very carefully about the trouble and upset that Mr and Mrs K would have experienced, I'm persuaded that £100 compensation is fair. This sum is consistent with our approach in similar scenarios and it's what I'd have suggested had no compensation been offered by Ageas. I haven't seen enough to persuade me that a higher distress and inconvenience award is warranted here. So, I'm not going to direct Ageas to increase the compensation it offered here. It should therefore resolve this complaint by paying Mr and Mrs K £100 in compensation for poor service.

## **My final decision**

My final decision is that I uphold this complaint in part. I'm directing Ageas Insurance Limited to resolve this complaint by paying Mr and Mrs K £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 12 June 2024.

Julie Mitchell  
**Ombudsman**