

The complaint

Mr C complains about Ageas Insurance Limited (Ageas) who partially-declined his claim, under his home insurance policy.

What happened

Following a storm, Mr C contacted Ageas to make a claim regarding damage to his roof. It sent a surveyor to assess the damage. The surveyor wrote a report and concluded that the damage (which was failed render to the chimney stack) wasn't storm related but was due to wear and tear.

There were delays in receiving the report, but once received, Ageas considered it. Ageas declined Mr C's claim as it said wear and tear wasn't covered under the policy.

Mr C complained to Ageas as he said that the surveyor had failed to examine the other side of the chimney, where the render had fallen. He also said that in the previous two years he had sealed, repaired, and repainted that area. And that the surveyor had told him, that it was wind damage and wouldn't be a problem. Mr C wanted Ageas to accept his claim. He also complained about the poor communication that he experienced during the claims process, which also meant that he had to chase Ageas for updates.

In its final response, Ageas maintained its position regarding the claim. It said that as wear and tear wasn't an insured peril, the decision to decline was correct. It accepted that there was some poor service issues, during the claims process, for which it apologised.

Mr C was given his referral rights and referred a complaint to our service. One of our investigators considered the complaint and thought it should be partially upheld. He said although there were storm conditions present at the time, the damage caused to Mr C's property, was not deemed to be storm related by the surveyor, who would be considered to be an expert. Consequently, he said that Ageas was fair to decline the claim under the policy terms and conditions. He did, however, agree that there had been poor service issues. And he recommended that Ageas pay Mr C £100 compensation, for the trouble and upset caused.

Ageas accepted the view, Mr C did not. He said that evidence supported that the storm was the main cause of the damage. He said that wear and tear and deterioration wasn't consistent, as damage hadn't been caused to the property during other earlier storms. He said that he had recently repaired and maintained the area, preceding the storm, which also supported this. He questioned the reliability of the surveyor's evidence. And he asked for a decision from an ombudsman.

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 will partially uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr C, but I hope my findings go some way in explaining why I've reached this decision.

Mr C has provided a number of detailed comments, all of which I have read and considered. However, as an informal dispute resolution service, we are tasked with reaching a decision on complaints with the minimum of formality. With this in mind, it isn't necessary for me to address each, and every point raised, but to focus on the crux of the complaint.

The main issue of this complaint is whether Ageas fairly declined the claim, under the policy exclusion of wear and tear.

Our approach when assessing complaints where storms are said to be the cause of the damage, is that we take into consideration three questions, when determining whether an event can be classed as a storm. These are:

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

If any of the answers to the above questions are no, then an insurer can reasonably decline a claim.

Both parties agree that there were storm conditions around the time of the event. So, the first answer to the first question is yes.

This leads to question two, is the damage claimed, consistent with damage a storm typically causes. Mr C said that if the damage found wasn't typical of a storm, this was because the storm that occurred wasn't typical. Indeed, it had been classed he said as '*the most destructive storm for 10 years*'.

Ageas, who had relied upon its expert evidence, said that the damage, was render that had fallen from the chimney stack, and caused damage to some roof tiles. The surveyor concluded that the blown render would only be caused by '*age related wear and tear*'.

In addition, Ageas' surveyor explained that claims (like this) can only be validated because of a one-off incident (which is how our service and insurers consider storm claims). Also, the surveyor highlighted that as the render had become detached, this could only have been caused by wear and tear, as opposed to a one-off storm. The storm merely highlighted the damage and wasn't the root cause of the issue.

Having carefully considered Mr C's comments and the evidence from Ageas' expert, I'm more persuaded by the surveyors' conclusions that the root cause of the damage wasn't storm related. It should also be noted that it is unusual for render to fail or come away, solely due to a one-off storm event. Consequently, I agree that that the damage wasn't only due to a storm. So, the answer to question two is no.

As the answer to question two is no, I'm satisfied that Ageas fairly declined the claim under the policy exclusion of wear and tear.

Finally, there had been service failings that Ageas recognized. It apologized for those failings. But I do think that Mr C was inconvenienced and there was evidence of poor

communication, and that Mr C had to chase Ageas for updates. So, I'm satisfied that Ageas ought to pay Mr C £100 compensation for the trouble and upset this caused, as this is a fair amount in the circumstances.

Taking everything into account, whilst I understand how disappointed Mr C will be, there was evidence of wear and tear and as this was a policy exclusion, I'm satisfied that Ageas fairly declined the claim under the policy terms and conditions. I also think that £100 compensation for the trouble and upset caused is fair, for the service failings. Accordingly, I can't reasonably ask Ageas to do anything further here.

My final decision

For the reasons given, my final decision is that I partially uphold this complaint.

Ageas Insurance Limited to pay Mr C £100 compensation for the trouble and upset caused.

Ageas Insurance Limited must pay the above amount within 28 days of the date on which we tell it Mr C accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 October 2023.

Ayisha Savage
Ombudsman