

## **The complaint**

Mrs D complains about Ageas Insurance Limited's (Ageas) handling and declinature of a claim made under her buildings insurance policy.

Where I've referred to Ageas, this includes any actions or communication by agents acting on their behalf.

## **What happened**

Mrs D has a buildings insurance policy underwritten by Ageas. In October 2023 Mrs D contacted Ageas to make a claim for water ingress to her property through the roof and ceiling, which she said was caused by a storm.

Ageas arranged an inspection of the damage being claimed for, but ultimately the claim was declined on the basis they were unable to identify any visible storm related damage to the roof. Instead, they thought water had entered via failed lead flashing caused by wear and tear and gradual damage, and the bad weather had highlighted the pre-existing issue.

As Mrs D remained unhappy with Ageas' position, she approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the claim part of the complaint. In the absence of any expert reports demonstrating visible storm damage to the roof, she didn't think the conclusion reached by Ageas, that it was caused by failed lead flashing due to wear and tear and gradual damage, was unreasonable. Therefore, she didn't think Ageas acted unfairly by applying an exclusion and declining the claim.

The investigator also noted that Mrs D had been told her claim would be covered and this was later changed. But she said even if Mrs D had been given conflicting information, this didn't mean she'd automatically tell Ageas to accept the claim if there wasn't a valid claim under the policy. However, the investigator recognised that Mrs D was unhappy with the communication from Ageas and needing to make numerous calls. She noted that since Mrs D had brought her complaint to us, Ageas had asked us to relay an offer of £75 compensation to Mrs D, so she did this and said she thought this amount was fair and reasonable.

Mrs D didn't agree with the outcome reached by the investigator. Following communication with Mrs D, the investigator revisited things. However, her view on the claim declinature remained the same. And she didn't think Ageas had caused any avoidable or unnecessary delays.

However, whilst Ageas had offered £75 compensation after the case came to us, on review of things again, the investigator recommended Ageas pay a total of £150 compensation which she thought was fairer for communication issues during the claim.

Ageas agreed with the increased compensation. Mrs D didn't agree as she maintained that her claim should be covered.

As an agreement couldn't be reached, the case was passed to me for a final decision.

### **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, whilst I appreciate it'll come as a disappointment to Mrs D, I've reached the same outcome as our investigator.

### The claim decision

Mrs D made a claim for water entering her property via the roof, through the bedroom ceiling and onto the carpet below. The carpet is being considered by Mrs D contents insurer, which is a different insurer to Ageas, so I haven't considered that here.

Ageas noted Mrs D had made a very similar claim the year before this one, but she'd cancelled the claim and not pursued this. Ageas asked Mrs D for additional information around the previous loss and any repairs that were carried out to confirm that it wasn't the same damage. However, it appears Mrs D only provided limited information about the previous claim, damage and didn't provide any evidence of previous repairs, but has said this was an unconnected leak from a water tank, and the affected ceiling areas dried. Mrs D says this current claim for water ingress and damage was caused by a storm so should be covered under her policy.

However, whilst Mrs D's policy may provide cover for storm damage, this doesn't mean *any* damage discovered or caused at this time is automatically covered. Instead, when we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Ageas accepts there were storm conditions at the time. As this isn't in dispute, I don't need to decide whether there was a storm or not. But for completeness, there were winds of 53mph, along with some rainfall, which Ageas accepted was a storm.

And the claim was made for an ingress of water which caused damage, and this *could be* storm type damage. But equally, bad weather, and water ingress at that time, could also highlight a pre-existing issue with a roof.

Ageas has arranged for their agents to carry out an assessment of the roof and damage. But none of the experts appointed have been able to identify any visible damage which is consistent with storm type damage to the roof, such as displaced or missing tiles. Instead, in the absence of visible storm type damage to the roof, they've concluded that it is most likely water has entered around failed flashing joints due to the flashing reaching the end of its useful lifespan which has been caused by wear and tear, and gradually. Mrs D's policy excludes:

*"This policy does not insure the following:*

*11. Loss or damage arising from:*

- gradual causes*
- wear and tear (unless in relation to point 5 in Buildings cover, Trace and access)*
- corrosion, deterioration or similar causes*
- wet or dry rot."*

So, Ageas declined the claim based on the conclusions of the experts they appointed, and the above exclusion.

I also think Ageas went above and beyond what would normally be expected in attempting to establish whether an insured event has occurred. I say this because ordinarily if an insurer declines a claim based on their expert's opinion, it would then be for the policyholder to provide evidence to demonstrate that those conclusions were incorrect, such as their own expert report. But in an attempt to provide additional help and support to Mrs D, Ageas arranged for different experts to give their opinion too, and they didn't identify any damage consistent with storm type damage to the roof either.

Whilst I note Mrs D feels very strongly that the damage has been caused by the storm, no visible storm damage has been identified to the roof by any of the experts appointed. The notes indicate that when Mrs D reported her claim she said she had someone look at the roof using binoculars who said there appeared to be a crack in the cement and gap around the chimney. But she hasn't provided any evidence such as an expert report to demonstrate one-off storm damage has occurred to her roof, which then caused an ingress of water.

Furthermore, Mrs D obtained her own quote for repairs. The only roof works mentioned in this are:

*"Redo lead work around chimney"*

So, this also implies an issue with the lead flashing was the likely cause of ingress, as concluded by Ageas' agents.

Therefore, in the absence of any other expert reports demonstrating any visible storm damage to Mrs D's roof, I'm persuaded by Ageas' appointed expert's conclusions that the water ingress was likely due to a failed joint in the flashing, caused gradually by wear and tear (which is excluded), allowing water to enter over time. And this pre-existing issue has been highlighted by, rather than caused by, the bad weather at the time. So, I'm not persuaded the storm was the dominant cause of damage. Mrs M also doesn't have wider accidental damage cover under her policy, and even if she did, the above exclusion applies to that section of the policy too.

With the above in mind, I'm satisfied that based on everything I've seen, that Ageas has acted fairly by declining the claim.

### Claim handling

Mrs D has complained about Ageas' handling of her claim, delays and poor communication, along with the claim decision.

Having reviewed everything, I haven't identified any unnecessary or avoidable delays. As mentioned above, I think Ageas went further than would normally be expected when appointing other agents to further consider whether an insured event occurred. And this meant that by appointing other experts when Mrs D disagreed with conclusions reached, the claim has taken a bit longer. But like I say, I haven't identified any unreasonable or avoidable delays.

However, it does appear that Mrs D was given conflicting information about whether her claim would or wouldn't be covered. And it seems this confusion may have arisen by the fact Ageas continued to appoint different agents, when previous agents had concluded a valid claim hadn't arisen. Having said that though, even if a business incorrectly said a claim would be covered, this doesn't automatically mean it then should be if an insured event hasn't occurred. And based on all the information, I'm not persuaded a valid claim has occurred. So even if Mrs D had been told on occasions that her claim would be covered, I won't be directing Ageas to deal with it solely on the basis of incorrect advice they gave.

Mrs D has also said she had to renew her insurance with Ageas when she didn't want to due to her claim being open at the time of renewal. However, like I say, I haven't identified any avoidable or unnecessary delays solely caused by Ageas which caused the claim to be open longer than expected, beyond Ageas appointing further agents in order to try and assist Mrs D.

Mrs D is also unhappy she had to make many calls to Ageas, and the various parties involved. She says she spent a considerable amount of time on hold and was given numerous different telephone numbers for the various parties involved at different times. It also appears that at some points Mrs D wasn't called back either, which then meant Mrs D had to chase Ageas with more telephone calls, which again meant waiting on hold.

Ageas offered £75 compensation for communication issues that they were responsible for, but our investigator didn't think that was enough and recommended it be increased to £150 – which Ageas agreed with. Whilst I recognise Mrs D doesn't think this is sufficient, I agree with our investigator that this is a fair and reasonable amount for the impact of any failing or shortfalls by Ageas in their communication and claim handling, so that's what I'll be directing them to pay.

### **My final decision**

It's my final decision that I uphold this complaint in part and direct Ageas Insurance Limited to:

- Pay Mrs D a total of £150 compensation

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

Callum Milne  
**Ombudsman**