

The complaint

Mr C complains that Ageas Insurance Limited unfairly declined a claim for storm damage under his home insurance.

Mr C is represented in this matter by his insurance broker but, for simplicity, I'll refer mainly to Mr C in my decision.

What happened

Mr C had an Ageas home insurance policy. In November 2021, following storm Arwen, he discovered his rear gates had blown over causing damage to boundary walls. Mr C made a claim on his home insurance, via his insurance broker.

Ageas appointed a surveyor to inspect the damage. The surveyor's report concluded:

"The cause of damage is the gates which have pulled the brickwork down in our surveyor's opinion due to the weight of the gates which are too heavy for the existing brickwork / stonework, which were not designed with these gates in mind. The property is not in an exposed location. The brickwork has not been directly impacted by storm damage and storm damage to gates is a specific exclusion on most policies...."

Ageas declined the claim. It told Mr C the damage to his walls was because of the heavy gates, not the storm. This meant the damage wasn't covered by his policy.

Mr C was unhappy with this and brought his complaint to this service. He wants Ageas to settle his claim.

Our investigator recommended that Mr C's complaint should be upheld. She didn't think Ageas had done enough to show that the storm wasn't the main cause of the damage and didn't think it was reasonable for Ageas to decline the claim. She recommended that it reassess Mr C's claim for costs he's paid to repair the boundary wall.

Ageas disagreed with our investigator, so the case was passed to me to make 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.

Like most policies, Mr C's cover only makes Ageas liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.

Mr C says his boundary walls were damaged by a storm. Page 14 of his policy booklet shows he's covered for this and defines a storm as: "*strong winds of over 55mph, or damage by extreme rain or snow. Rainfall is extreme if more than an inch falls in an hour. Snowfall is*

extreme if 12 inches or more falls in a 24-hour period."

Ageas disagrees. It says, *"The damage has not been caused by an insured event and this and the fact the gates were too heavy is the reason the claim was declined."*

When we look at complaints about storm damage, there are three questions we ask:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is "no" the claim won't succeed.

The question of storm conditions isn't disputed. An Ageas internal note said its weather tracker *"recorded 55mph winds"*. Met Office information for the 2021/22 storm season shows that storm Arwen hit the UK on 26/27 November 2021, bringing severe winds across the UK. The weather records for the area near where Mr C lives show high winds on 26 and 27 November. So I'm satisfied that there were storm conditions the night Mr C says his walls were damaged.

Second, I think it's reasonable to think a storm might cause damage to boundary walls. I think Ageas would accept this general point.

So the last question is key. Ageas says the storm conditions weren't the main cause of the damage. Instead, it says Mr C's gates were too heavy to be supported by the boundary walls. This was poor workmanship by the builder who installed them, so isn't covered by Mr C's policy (*"Some of the main reasons we won't pay a claim are... poor design or workmanship"*, page 5).

I know Ageas's expert says the gates were too heavy. But he doesn't provide any evidence to support this conclusion, such as a calculation showing, for example, the weight of the gates against a maximum load capacity for the walls.

Mr C sent us his HomeBuyer Report dated 15 March 2021, eight months before the storm. He says: *"This is a comprehensive report and makes no mention of the gates being too heavy or poor workmanship, things which would have been highlighted in the report if present."* Section G of this report notes that *"the boundaries of the property are defined by stone walls"* and makes no further comment. It doesn't mention the external gates at all. I agree with our investigator that this isn't conclusive proof the walls were in good condition.

However, Ageas said its surveyor's photos showed *"extensive cracking and crumbling of the mortar as well as some areas where no mortar is present."* Mr C's HomeBuyer Report explains how the survey is carried out. It says: *"The surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use."* I think Mr C's surveyor would have noted any obvious or significant cracks in the walls, particularly if they were as serious as Ageas says.

Mr C moved into the property in June 2021 and, while he wasn't sure exactly how long the gates had been there, believed they'd been there *"many years"*. Ageas's report says Mrs C believed the gates were *"less than three years old"*. Even if I accept the latter estimate, I think it's unlikely there would have been no obvious sign of damage at least two years after the gates were installed if, as Ageas says, they were too heavy to be supported by existing walls in poor condition.

Finally, I think it's unlikely a builder would have installed the gates without considering the strength of the existing walls or doing anything to strengthen them if s/he thought they

weren't able to support the gates.

So I don't think Ageas has adequately shown that the weight of the gates was the reason they fell over. In other words, I'm satisfied that the storm was the main cause of damage to the walls.

Mr C accepts that damage to his gates isn't covered by his policy. I think Ageas should settle the claim for repairs to his walls. Mr C should provide Ageas with evidence of these costs.

My final decision

My final decision is that I uphold the complaint and require Ageas Insurance Limited to settle Mr C's claim for damage to his boundary walls, in line with the policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 14 October 2022.

Simon Begley
Ombudsman