

The complaint

Mr and Mrs F complain Ageas Insurance Limited unfairly declined their buildings insurance claim.

All references to Ageas also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

My provisional decision

I issued a provisional decision on 25 November 2022. In my provisional findings, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm intending to uphold Mr and Mrs F's complaint. I'll explain why.

- The policy defines wind speeds exceeding 55mph as storm conditions. Ageas said it records show wind speeds around the time of the damage reached as high as 51mph. It should also be noted this happened during a named storm event ('Storm Eunice').*
- The wind speeds reported are capable of causing the damage reported to the roof and meet what this service would consider to be storm conditions. So, in the circumstances I don't think it's fair and reasonable for Ageas to insist the 55mph limit needs to be reached for damage to be considered under the storm section of the policy.*
- With that in mind, I've considered whether the storm conditions were the main cause of the damage. Ageas have provided further information in the form of its loss adjuster's report. But I can't see this has been considered in its investigation. Only that it was satisfied the claim didn't meet the definition of a storm.*
- I've not seen anything to persuade me the damage has happened because of anything other than the storm. And considering the wind speeds present around the time were strong enough to cause the type of damage reported, Ageas should have investigated this. Because it didn't do so, I think it has now lost the opportunity to do so and it should now meet the claim.*

So for these reasons, I intend to uphold this complaint.

Putting things right

I intend to direct Ageas to now proceed to deal with the claim. If Mr and Mrs F have already

proceeded to have repairs completed, Ageas should pay these costs, on production of suitable evidence. Ageas should also include 8% simple interest to this figure from the date it was paid to the date it makes settlement.”

Responses to my provisional decision

Ageas didn't agree with my provisional findings. But it has not provided any further comments.

Mr and Mrs F didn't provide any further comments.

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 see no reason to depart from my provisional findings. So, my decision remains the same – and for the same reasons.

Putting things right

Ageas should now proceed to deal with the claim. If Mr and Mrs F have already proceeded to have repairs completed, Ageas should pay these costs, on production of suitable evidence. Ageas should also include 8% simple interest to this figure from the date it was paid to the date it makes settlement.

My final decision

My final decision is that I uphold Mr and Mrs F's complaint.

To put things right, I direct Ageas Insurance Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 6 January 2023.

Michael Baronti
Ombudsman