

The complaint

Mr and Mrs B have complained that Ageas Insurance Limited ('Ageas') declined their claim for storm damage under their home insurance policy.

What happened

In December 2023, Mr and Mrs B contacted Ageas to say that the flat roof on their property had been damaged and that tiles from their pitched roof had been blown down by high winds about two hours prior to their contact. They were looking for assistance from Ageas as it was their home insurer at the relevant time.

Ageas declined the claim as it considered that the wind hadn't reached storm force strength and that the policy terms and conditions therefore hadn't been fulfilled. Mr and Mrs B complained to Ageas as they thought it should cover their claim. They also wanted an apology from Ageas for a lack of assistance in an emergency situation. However, Ageas maintained its decision to decline the claim.

Mr and Mrs B then referred their complaint to this service. The relevant investigator didn't uphold Mr and Mrs B's complaint at first. Following submission of further evidence by Mr and Mrs B however, she ultimately upheld the complaint. She'd ascertained that the winds in the area on the relevant date were at a level of 50mph and the weather database also referred to storm conditions. Whilst she noted that the policy definition referred to winds of 55mph, she said that when looking at cases like this, it was important to take into account the full set of circumstances, and structural damage could occur as a result of winds at around 50mph. She also noted that there was a named storm on the relevant date which was reported by the media to affect parts of the UK.

The investigator also said that Mr and Mrs B had made a reasonable effort to sort things out and that they'd been caused distress and inconvenience by the way that Ageas had handled the matter, so she recommended payment of £200 to Mr and Mrs B in compensation for distress and inconvenience caused.

Ageas didn't agree with the investigator's view. The matter has therefore been referred to me to make a final decision in my role as 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.

The key issue for me to determine is whether Ageas treated Mr and Mrs B in a fair and reasonable manner in its application of the terms of the policy in declining their claim. I don't consider that it did act fairly and reasonably in all respects, and I'll explain why.

In reaching this decision, I've also carefully considered the detailed submissions of the parties as summarised below. I turn firstly to Mr and Mrs B's submissions. Mr B explained that when he arrived home from work on the relevant date, he found slates and the felt from

his home's flat roof; *'strewn around the surrounding road and the whole flat roof located against the wall of a house on the opposite end of the road.'* He said that earlier in the day he'd noticed a slate fall off the roof and had contacted Ageas to check cover and was *'surprised to see that they were deeming that the winds were not high enough.'* He checked Ageas' on-line feed and noted that it was indicating high winds. As there was only one slate at the time, Mr B said he'd planned to phone Ageas after work. Mr B said that both the police and fire brigade had been contacted.

When Mr B got through to Ageas on the date of the incident to inform it of the emergency situation, he was again informed that a local weather station hadn't recorded wind speeds high enough to warrant a claim. Mr B said that the fire service and police were astonished, as they had been warned of the named storm and that planes were struggling to land at a nearby major airport and events were being cancelled. They advised that *'a severe gust of wind would be needed to rip off a roof of this weight and size and be sent flying across the road.'* Mr B said that Ageas didn't ask for the relevant police log or fire incident numbers. Mr B then provided the relevant incident numbers to this service. Mr B said that CCTV footage of the slates and felt roof falling was also available but never requested by Ageas. He supplied a photograph of the roof taken by the fire service whilst it was removing debris.

Mr B said that the Ageas call centre representative remained adamant that they couldn't help. Mr B asked for someone to *'at least come out and make an assessment'* but they informed him that it wasn't possible. Due to the high winds, the fire service said that they couldn't put a temporary cover over the roof, and that unfortunately it would be exposed until a roofer could be found, and expressed sympathy and frustration that Ageas couldn't help.

Mr and Mrs B were able to arrange for a roofer to come the following morning, however this was after a night of rain which meant that water leaked through the roof into the master bedroom. Mr B said that, as a precaution, he turned part of the electricity off in the house and, *'when the water started coming in had to move to sleep downstairs on the floor.'* Nevertheless, he said that he hadn't identified any further damage at the time and sought to dry out the room to minimise any damage. He confirmed that there didn't appear to be any significant internal damage.

Mr B said that the roofer did an excellent temporary job to make the property watertight, charged £800, and gave an indication that a further £1,700 would be required to complete the job in January 2024. Mr and Mrs B were also warned that there was a possibility that the fire service might need to charge over £670 for their input, following the police's request for their assistance to make the area safe.

In summary, Mr and Mrs B wished to complain that Ageas had refused to cover their claim for storm damage. They also wished to complain about its lack of support and said that no-one called them to talk about the incident. They also complained about its unwillingness to provide an assessment, and its blanket refusal to call this storm damage, even though all the evidence suggested a storm. They said that this was despite Ageas posting a Weather Alert the previous day of a red wind warning. The post also said *'If you're affected by the weather, it's quick and easy to make a claim'*. Finally, they didn't consider that Ageas had considered relevant factors in addition to the policy definition, such as location on the top of a hill in relation to any weather station, CCTV footage, and the opinions of the emergency services.

I now turn to Ageas' submissions regarding this complaint. Ageas confirmed that in considering claims for potential storm damage, it would classify a storm using an industry-wide definition of storm. It confirmed the definition of a storm in the relevant policy which referred to winds of 55mph or more, resulting in structural damage. Ageas confirmed that it used a recognised weather data system to obtain the most accurate weather information, at Mr and Mrs B's address on and around the date of the incident. It confirmed that the

maximum wind speeds reached 47mph on the relevant date. In the circumstances, Ageas said that the weather conditions didn't meet the stated definition to cause such damage and said that it therefore couldn't consider the claim.

Ageas concluded that; *'in the absence of storm conditions, we must conclude a period of poor weather has highlighted the need for maintenance, and we regret your policy cannot provide financial assistance with this.'* Ageas did note however that Mr and Mrs B had opted to purchase additional 'accidental damage' cover with their policy. It said that it may therefore be able to consider any resultant damage which has occurred to the property, but not in relation to the roof itself.

I've also considered Ageas' case notes in relation to Mr and Mrs B's claim. I note, in particular, that its technical support team did recognise that there hadn't been a visit and survey report to support the decision to decline the claim, which had been made on the basis of weather data, especially as the loss occurred during a named storm. It also recognised that wind speeds taken from a weather station which may be some miles away from Mr and Mrs B's hill-top home, may not have been a true reflection of the conditions.

I now turn to my reasons for upholding Mr and Mrs B's complaint. The starting point for claims of this nature will be the wording of the terms and conditions of the relevant policy. I note that Mr and Mrs B's policy does cover their property for storm damage in principle. I also note that storm is defined as follows; *'By a storm, we mean strong winds of over 55mph...'* The policy is also subject to the usual standard exclusions and conditions. In this case, the parties appear to agree that the wind speeds recorded for the relevant weather station reached gusts of 47mph on the date in question.

In considering storm damage complaints, our service adopts a three-step approach. Firstly, we consider whether storm conditions occurred on or around the date the damage was said to have happened. Secondly, we ask whether the damage claimed is consistent with damage a storm typically causes. Thirdly, we ask whether any determined storm conditions were the main, or predominant, cause of the damage.

In this case, the second question can be answered in the affirmative. The loss of a number of slates and the complete loss of a flat-roof covering is clearly the type of structural damage which can occur during storm conditions.

The two key questions in this case are therefore the first and the third. As to the first question, namely whether there were storm conditions on the date in question, the parties noted that the recorded wind-speeds were 47mph, and the investigator found that the winds in the area reached 50mph. Wind conditions at a number of weather stations rather than the closest, can sometimes help to provide a broader picture of what the weather was likely to be at the damaged property. Whilst these figures are below the wind-speeds which the Ageas' policy defines as amounting to a storm, 47-50mph would nevertheless generally be considered to be strong enough to cause structural damage.

Additionally, whilst the policy provides the starting point for deciding whether storm conditions were present in a particular case, other factors can displace the policy presumption and we have to consider all available evidence in order to reach a fair and reasonable conclusion and this has been recognised by Ageas' technical team. In this case, there is reasonably conclusive evidence that a storm event did in fact occur in the location and at the time when the damage took place. This evidence is made up of Ageas' own red weather warning and the fact that this was a named storm. I also have no reason to doubt Mr B's evidence that the precise location of the property meant that it was exposed, that the emergency services deemed this to be a storm event, and that severe difficulties had been experienced at the nearby major airport due to the strength of the wind. In the circumstances,

I'm persuaded that despite the policy definition, it wouldn't be fair and reasonable for Ageas to rely upon the precise definition in this case, as all other evidence points to damaging storm force winds.

I now turn to the third question. Having viewed the graphic CCTV evidence provided by Mr B, there can be no doubt that the flat-roof covering was ripped off by one gust of wind, with other debris following. The same video shows a tree in the background being buffeted by the wind. Whilst there's no evidence to show the state of the flat roof covering prior to this incident, I consider it unlikely that any pre-existing wear and tear, rather than the very high winds, was the main cause of the damage. Again, I've no reason to disbelieve that the flat roof was only 12 to 13 years' old and so, was unlikely to have been compromised to the extent that its condition or lack of maintenance was the cause. It's unfortunate that Ageas almost immediately declined Mr and Mrs B's claim, since without an inspection and survey report, it will not now be possible for it to provide authoritative evidence.

Whilst I note that Ageas' reasonably raised the prospect of an accidental damage claim for any consequential damage, Mr and Mrs B have also quite reasonably stated that there appears to be no lasting internal damage to the property. Having taken into account the available weather data for the date in question, I also consider that it was unlikely that the property would have been affected by anything more than '*slight rain*'. Mr and Mrs B have also candidly accepted that the fire service was unlikely to pursue their costs, and likewise it was unlikely that any individual would claim for any damage caused by dust or debris landing on their car. Indeed, it's extremely fortunate, having viewed the CCTV coverage, that no serious consequential damage or injury occurred as a result of the incident.

In conclusion, I consider that Ageas must now proceed to consider and process Mr and Mrs B's claim. As stated above, I'm satisfied that all parts of the three-part test have been satisfied in this case. Unless Ageas are able to invoke any of the remaining provisions of the policy to decline this claim, I consider that it should now reimburse Mr and Mrs B for the costs which they've incurred, being £2,500 less the relevant excess amount. I also agree with the investigator that Ageas must pay compensation to Mr and Mrs B in the sum of £200 for the distress and inconvenience caused by the lack of support and assistance at the time of the incident, and its unwillingness to at least carry out an urgent inspection at the time.

My final decision

For the reasons given above, I uphold Mr and Mrs B's complaint and I require Ageas Insurance Limited to do the following in response to their complaint; -

- Unless Ageas can reasonably invoke any other provision of the policy, to process Mr and Mrs B's claim and reimburse the reasonable costs of repair to their roof, less the relevant excess amount, on production of an invoice, and within 28 days of this final decision.
- Pay Mr and Mrs B compensation of £200 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 29 October 2024.

Claire Jones
Ombudsman