

The complaint

Mr B complains that Ageas Insurance Limited (“Ageas”) has unfairly declined a storm claim under his home insurance policy.

Any reference to Mr B or Ageas includes respective agents or representatives.

What happened

The background of this complaint is well known between parties, so I’ve summarised events.

- In October 2024 Mr B made a claim for damage to his roof – including damage to the flashing around his chimney which was allowing water to enter the home.
- Ageas considered the claim and declined it, saying the weather conditions on and around the date of damage did not meet the requirements of a “*storm*” in line with its policy terms.
- Mr B was unhappy and brought the complaint to this Service. He initially said he’d incurred costs of around £400 to repair the damage. One of our Investigators looked into what happened and didn’t uphold the complaint, saying:
 - The policy terms defined a storm as requiring wind speeds of 55mph, and rainfall of more than 25mm in an hour.
 - Ageas had used a recognised weather report provider to determine wind speeds reached 37mph and hourly rainfall reached a maximum of 7.3mm at the date of loss.
 - The investigator checked with a different weather report provider, and between mid-September and early October 2024 there were no weather conditions that amounted to a storm.
 - So, she was satisfied Ageas had fairly declined the claim and didn’t ask it to do anything further.
- Mr B disagreed, and mentioned he’d paid a considerable sum to resolve the roof issues after the claim was declined. The Investigator explained this didn’t change her mind, so the matter has been passed to me for an Ombudsman’s 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, I’m not upholding this complaint. I’ll explain why.

I’ve considered whether Ageas has fairly declined Mr B’s claim for storm damage to his property. Mr B’s policy provides him with protection for loss or damage to his property in the event of certain insured perils taking place. This includes fire, theft, storm amongst others.

The key peril here is storm. This is defined in the policy as:

“Strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period and hailstones are extreme if they exceed 20mm in diameter.”

As our investigator has outlined, when considering whether a claim for storm damage should be successful, we will consider the following questions:

- Was there a storm on or around the date the damage is said to have happened?
- Is the damage consistent with damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is "yes" to each of these questions would I consider that this claim should be paid. So, I've considered these in turn. Ageas has said a storm didn't take place in or around the date the damage occurred in September 2024.

From the evidence I have, the relevant weather reports from around the time indicate wind and rain conditions well below 55mph and 25mm respectively. I've been given little else to consider by Mr B in terms of evidence to counter this. So, I'm satisfied the requirement of a storm under the policy wording hasn't been met and in turn Ageas has fairly declined this claim. And while I've considered all of the points Mr B has made, I've been given nothing that would persuade me to direct Ageas to act outside of its policy terms in this case.

As a result, the remaining questions fall away. Mr B has described the damage worsening since and considerable costs he's incurred carrying out repairs. This may be the case, but it hasn't changed my mind as to whether a storm took place – and in turn whether Ageas should settle this claim, and so I'm not upholding this complaint.

My final decision

For the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 2 May 2025.

Jack Baldry
Ombudsman