

## The complaint

Mrs S is unhappy her damage claim for the repair of a collapsed garden wall (caused during a storm) has been declined by Ageas Insurance Limited ("Ageas") under her home insurance policy.

## What happened

Mrs S made a claim to Ageas when her garden wall collapsed during bad weather.

Ageas considered the claim but declined it. Ageas said the weather didn't meet the policy definition for a storm. Ageas said *"without storm conditions, the damage you have described may be due to a need for maintenance, or general wear and tear, which your policy doesn't cover. We have also reviewed the remaining sections of your policy but have not found any other section that might allow you to claim for the damage"*.

Mrs S is unhappy with the decision. She wants her claim settled so her property is secure again.

Our investigator decided to uphold the complaint. He didn't think Ageas was fair in saying there wasn't a storm, so he asked it to reconsider the claim in line with the remaining terms and conditions of the policy. He awarded £100 compensation for distress and inconvenience. Mrs S disagreed, so the case has been referred to an ombudsman.

## My provisional decision

I made a provisional decision on this on 11 March 2025. I said:

*"When our service looks at a storm claim, there are three questions to consider:*

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. Was the damage claimed for consistent with damage a storm typically causes?*
- 3. Were the storm conditions the main cause of the damage?*

*I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.*

*Do I agree that storm conditions occurred?*

*Ageas said it identified wind speeds of 48 miles per hour at or around the time of the reported incident. It said, "these conditions do not meet your policy definition of a storm".*

*I find Ageas approach odd, as having checked the policy it shared with our service, the policy doesn't include a definition for a storm.*

*Ageas, in its final response letter, said "we classify a storm, using the Association of British Insurers (ABI) definition of storm. This scale is standard practice for all storm claims and*

*defines a storm as the following: High winds of 55 mph or more, resulting in structural damage Torrential or heavy rain or hail (more than 25mm in any one hour)".*

*I don't think this is a reasonable approach, as it hasn't set out in its policy that this is how it will define a storm. The strength of wind that Ageas said was present at or around the time of the reported incident is consistent with what our service would consider to be storm force winds. Therefore, I will move onto the next question.*

*Was the damage claimed for consistent with damage a storm typically causes?*

*I've seen photographs provided by Mrs S and the garden wall is quite exposed as it faces a large field. Therefore, I do think its possible storm force winds could trigger a wall to collapse.*

*Were the storm conditions the main cause of the damage?*

*Ageas didn't consider this. It did say "the damage you have described may be due to a need for maintenance, or general wear and tear, which your policy doesn't cover". However, this is an odd assertion, as Ageas didn't ask for any photographs of the wall or send a surveyor to inspect the damage.*

*There is no evidence provided of wear and tear, or an argument provided that the wall wasn't maintained. Therefore, given we know there was a storm, then I think the only conclusion that can be drawn is that the storm caused the damage. Therefore, I intend to uphold this complaint.*

*Given Mrs S' vulnerability, her concerns that her home is unsecured and the difficulties she's experiencing with keeping her pet safe within the confines of her garden, I intend that Ageas settle this claim by rebuilding the wall within four weeks of Mrs S accepting my final decision. If it can't do this, then I intend Ageas allow Mrs S to get two quotes for the required work and it will need to pay her the cost of the lowest quote.*

*I don't think Ageas has considered this claim thoroughly. It has caused distress to a vulnerable couple. Therefore, I intend that Ageas pay Mrs S, £250 for the distress and inconvenience caused".*

## **Responses to my provisional decision**

Mrs S accepted my provisional decision, and she didn't have anything further to add.

Ageas were disappointed by my provisional decision, but it didn't have anything further to add.

## **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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

## **My final decision**

My final decision is that I uphold this complaint. I require Ageas Insurance Limited:

- Settle this claim by rebuilding the wall within four weeks of Mrs S accepted my final decision, or if it can't do this then, Ageas allow Mrs S to get two quotes for the required work and pay her the cost of the lowest quote.
- Pay Mrs S £250 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 April 2025.

Pete Averill  
**Ombudsman**