

The complaint

Mr M and Miss W have complained that Ageas Insurance Limited (Ageas) unfairly declined a claim under their home insurance policy.

What happened

Mr M and Miss W contacted Ageas to make a claim for storm damage to their roof. Ageas declined the claim because it said there weren't storm conditions around the time the damage was found.

When Mr M and Miss W brought their complaint to this Service, Ageas said it could consider a claim for any internal damage under the accidental damage part of the policy. Our Investigator put this offer to Mr M and Miss W, but they confirmed there was no internal damage. Our Investigator didn't uphold the complaint about the external damage. She said there were storm conditions around the time the damage was found. Mr M and Miss W had arranged for damage to a chimney to be repaired. While that work was ongoing, they said the roofers told them the roof was damaged due to a storm. Ageas had considered this evidence, but said the work carried out was more consistent with maintenance issues. Crumbling mortar along the ridge also indicated the storm had highlighted a pre-existing issue. She said Ageas had fairly declined the claim.

As Mr M and Miss W disagreed, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at the weather conditions around the time the damage was found. This showed windspeeds of up to 60mph, which would be considered storm strength. I also think a storm could cause damage to areas such as a roof. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, on whether the storm was the main cause of the damage. It's my understanding that Ageas didn't visit to view the damage. So, I've looked at the information provided by Mr M and Miss W. They provided an invoice for the work carried out on the roof. This seemed to cover an extensive range of work, including dealing with rotten timbers and retiling a roof. I'm aware Mr M and Miss W have said they're not claiming

for all the work on the invoice. They have said they are claiming for damage to a pitched roof and chimney only. However, I also note that the information from the builder doesn't give a cause of damage for any of the work and doesn't say any of it was due to a storm.

This Service also provided this information to Ageas, along with a photo. Ageas said the invoice included work that would normally be considered routine maintenance. It didn't identify anything it assessed as being due to a storm. This included considering the photo, which it said only showed evidence of crumbling mortar. Based on what I've seen, I think it was fair for Ageas to decide there wasn't evidence of storm damage. That being the case, there wasn't cover under the storm part of the policy. As part of that, I'm aware the policy said it didn't cover wear and tear or maintenance, but *"We will, however, pay up to £1,500 if your buildings and/ or contents suffer storm damage as a result of wear and tear"*. But, I haven't seen evidence to show storm damage. So, I don't think this part of the policy applies either.

Mr M and Miss W also provided the survey from when they bought the house to show its condition. The report said the external inspection was from ground level and the majority of the tiled roof wasn't fully visible. So, it didn't comment on the condition of most of the roof. It said the small bay roof appeared to be in satisfactory condition. For the chimney, the report described it as being in generally satisfactory condition, well-formed and with no significant defects noted. It said normal maintenance would be required. So, I think the report included limited details and I don't think this helped to show the storm was more likely to be the main cause of the damage claimed for.

I'm aware Mr M and Miss W have also provided a case study from this Service's website they think supports their claim, including because one element was that it was difficult to inspect the roof. However, my decision is based on what happened with Mr M and Miss W's claim. I'm not persuaded that case study makes a difference as the full circumstances described are different.

Ageas also said it would consider any internal damage under the accidental damage cover. However, Mr M and Miss W have said there wasn't any internal damage. So, I haven't considered this any further.

So, having thought about what happened, I don't uphold this complaint or require Ageas to do anything else in relation to it. I think it was fair for Ageas to decline the claim on the basis that there wasn't evidence of storm damage.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Miss W to accept or reject my decision before 29 July 2025.

Louise O'Sullivan
Ombudsman