DRN-5544932

The complaint

Mrs S complained that Ageas Insurance Limited (Ageas) unfairly declined her claim for storm damage, under her home buildings insurance policy.

What happened

Mrs S said her roof was damaged on 7 December 2024 during the named storm Darragh. This resulted in rainwater leaking into her attic and another room. She contacted Ageas to make a claim, which it declined. She said the business told her that the wind speeds didn't meet its policy definition of storm conditions. Mrs S responded to tell Ageas the winds had been very strong. This had caused a fatality in her local area and several trees had been blown down. The business didn't change its decline decision, so Mrs S complained.

In its final complaint response Ageas told Mrs S that the weather records it referred to showed wind speeds up to 52mph at her postcode. The threshold for storm force winds in its policy terms is 55mph. Because of this is maintained its decline decision.

Mrs S didn't think Ageas had treated her fairly and she referred the matter to our service. The business contacted us to make an offer to Mrs S for £100 compensation to settle her complaint. It said this is because it hadn't been proactive when considering if there was cover for the internal damage to Mrs S's home under an accidental damage cause. We put this offer to her, but she didn't accept and asked us to consider her complaint.

One of our investigator's looked into the matter and decided to uphold Mrs S's complaint. She said the weather records showed wind speeds very close to the threshold defined by Ageas's policy for a storm cause. She said the wind speeds were consistent with what our service considers to be storm force. In addition, she highlighted the reports of storm related damage in Mrs S's locality at the time of her loss. Our investigator said this supported storm conditions had been experienced.

Our investigator said there was some confusion about the claim for internal damage to Mrs S's home. But that Ageas had now confirmed she was able to claim for this under her accidental damage cover. She said Ageas should reconsider Mrs S's claim in full and pay £200 compensation for the distress and inconvenience it caused her.

Ageas didn't agree with our investigator's findings. It maintained that its policy definition for a storm cause hadn't been met. It said its policy terms and conditions excluded cover for the internal damage. Our investigator responded to Ageas's concerns but didn't change her view on the matter. The business then asked for an ombudsman to consider the complaint given its disagreement with our investigator's findings.

It has been passed to me to decide.

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 upholding this complaint. Let me explain.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I’ve looked at data from a weather station around 14 miles from Mrs S’s home on the date she reported the damage had occurred. This shows wind gusts up to 54mph were recorded. I’ve also looked at the weather information our investigator obtained. This showed similar wind speeds of 53 and 54mph. In addition, I’ve also seen the information Ageas provided showing winds speeds of up to 52mph.

Mrs S policy gives the following definition of a storm:

“*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.*”

The records I’ve seen refer to a dry storm. So, the relevant factor here is the wind speed. The data shows wind speeds that were slightly under the threshold defined by Ageas’s policy. This is based on the weather station readings. It’s possible that wind gusts at Mrs S’s home were stronger than this. I must also consider the reports of trees blown down in the local area, and other damage detailed in the news clippings Mrs S provided at the time of storm Darragh. This indicates that very strong winds were experienced.

I’ve thought carefully about whether storm conditions were experienced in relation to Mrs S’s loss. On balance of the evidence I’ve seen, I think it’s reasonable to conclude that they were. This means that the answer to question one is yes. It follows that Ageas can’t decline Mrs S’s claim for the reason it gave. It must now reconsider her claim under the remaining terms and conditions of her policy.

For clarity, I’m not directing Ageas to accept Mrs S’s claim. But it must reconsider this without relying on its position that storm conditions were not experienced.

Our investigator said Ageas had confirmed Mrs S was able to claim for the internal damage under an accidental damage cause. But from what I’ve read Ageas said there was no cover for the internal damage under this cause. The business initially indicated there may be cover for this loss. But later confirmed in an email to Mrs S dated 7 January 2025, that this was excluded.

I’ve checked Mrs S’s policy terms. On page 25 is says:

“*What is not insured: Anything listed as not covered under the buildings insurance section of your policy*”

As stated, my decision is that Ageas must now reconsider the storm claim. This means it must also consider any internal damage under its accidental damage cause. This is because the exclusion above won't apply if the storm claim is accepted.

The intention of my provisional decision is that Ageas reconsiders the full claim. So, it's for the business to confirm if this damage is covered. But for clarity our investigator wasn't correct in saying that Ageas had said Mrs S could claim for the internal damage. However, this doesn't impact on my decision.

I've thought about the impact all of this has had on Mrs S. Her roof was damaged resulting in rainwater ingress that has caused further damage to her home. This was clearly a distressing experience, made worse by Ageas's unfair consideration of her claim. Mrs S explained that she can't afford to repair the damage to her roof. This has been a cause of distress to her over several months. In these circumstances I think it's fair that Ageas pays Mrs S compensation to acknowledge the impact of its unfair decline decision. I agree with our investigator's assessment that £200, in total, represents a reasonable payment.

My final decision

My final decision is to uphold this complaint. Ageas Insurance Limited should:

- reconsider Mrs S's claim in full, in line with the remaining policy terms and conditions; and
- pay Mrs S £200 compensation, in total, for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 September 2025.

Mike Waldron
Ombudsman