

The complaint

Mrs W and Mr W are unhappy with the decision by Ageas Insurance Limited following a claim for storm damage on their home insurance policy.

Mrs W and Mr W are both parties to this complaint. Mr W has primarily dealt with this service. For ease of reference, I have referred to Mr W throughout this decision.

Ageas is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Ageas has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Ageas includes the actions of any third party instructed by Ageas during Mr W's claim.

What happened

Mr W claimed under his policy after his garden wall collapsed. Ageas said weather conditions at the time didn't meet the policy definition of a storm, defined in the policy booklet 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*'.

Mr W complained to Ageas about its decision to decline his claim. Ageas didn't change its decision, and so Mr W brought his complaint to us. Our Investigator said Ageas had fairly declined the claim in line with the policy terms. Mr W didn't agree. Mr W highlighted the lack of information given to him during the sale of the policy about the definition of a storm. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. **Were there storm conditions on or around the date of claim?**

Ageas's investigation of Mr W's claim found that there was no evidence of storm conditions on or around the date of claim. Our investigation found that peak winds of 53mph were recorded very near to Mr W's address in the week preceding the date of loss. I've gone on to consider whether the damage is consistent with storm damage.

2. Is the damage consistent with storm damage?

Ageas doesn't accept there were storm conditions present around the date of loss. Mr W feels strongly that storm conditions caused his garden wall to collapse. So, I've focused my final decision on whether the storm conditions were the main cause of damage.

3. Were the storm conditions the main cause of damage?

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. I've considered the evidence to determine whether Ageas has acted fairly and reasonably when reaching a decision on Mr W's claim.

In respect of the collapsed wall, Mr W says that storm conditions caused this damage, and this is supported by the comments from third parties that had seen and commented on the strength of the wall, and weather data he has found for the local area.

I've reviewed the comments from the contractor that carried out our previous repairs to Mr W's home. This recorded *'While carrying out this work we inspected the wall, and did not identify any requirement for maintenance to the wall itself, or any signs of structural weakness. The wall appeared to be a very solid adequately maintained structure.'*

Mr W has also provided a letter from a structural engineer. This letter provides a comprehensive description of the wall, commenting on its size and structure, *'some 2.1 metres high and 40 metres long.... It was 225mm thick brickwork with intermediate piers surmounted by a tile crease below a top brick course.'*

This letter also highlights the appearance of the wall, describing it as *'in good structural condition, with ad hoc repairs over the years shown by different coloured/sized bricks and mortar in the joints.'* I accept this letter also supports Mr W's point about the wall being well maintained and looked after.

Although both expert opinions speak to the structure of the wall and its durability, I'm not persuaded they go far enough in saying that storm conditions were the main cause of damage. The comments don't include any detailed reference to the storm conditions at the time and the impact of the windspeeds experienced. We'd expect to see particular reference to the data relied on in determining the windspeeds around the date of loss, and how this supports the expert's opinion that the storm conditions are the main cause of damage.

I've carefully considered Mr W's testimony, and the comments from the experts that have provided evidence in support of Mr W's position. But these comments aren't enough to say that the storm conditions were the main cause of the damage to the wall.

The letters consistently refer to Mr W's wall being well maintained and appearing solid. But I think it's important to consider the maximum windspeeds and what damage we'd typically expect to see in these conditions. The letters make no reference to this or provide any compelling evidence to substantiate the weather conditions at the time being the main cause of damage. On balance, the evidence I've seen is more consistent with existing damage being highlighted in December 2024, rather than storm conditions being the cause of it.

In reaching this decision I've considered the maximum wind speeds of 53mph from around the time of loss, the type of damage caused to the collapsed wall (as described by Mr W as happening over the course of two days), and Mr W's testimony about the condition of the wall around the date of loss.

This evidence, alongside our approach to complaints about storm damage, persuades me that Ageas's decision to decline Mr W's claim is overall fair and reasonable. I don't think the evidence supports Mr W's view that storm conditions are the main cause of the damage being claimed for. So, I won't be asking Ageas to do anything in settlement of Mr W's claim.

I note Mr W has highlighted the lack of information given to him at the time of sale about the policy terms and exclusions. Mr W says he may've looked at alternative cover which would've provided protection for the wall, if the definition of storm had been made clear to him. I recognise Mr W's strength in feeling about his complaint. However, I'm satisfied the current complaint concerns Ageas's decision to decline the claim- not the sale of the policy.

When dealing with a complaint, we limit the scope of our decision making to issues which a business has had the opportunity to answer first. Should Mr W have concerns about what he was told about the policy when it was taken out, Mr W will need to raise his complaint with the business to respond to first. If Mr W's concerns remain unresolved, this would be the subject of a new complaint.

Accidental damage

I have seen that Mr W's policy included accidental damage to buildings. I've therefore considered whether the damage to the wall would reasonably be covered under this section of Mr W's policy.

The policy doesn't define accidental damage, so in line with our approach, I've applied its ordinary, everyday meaning. This means something '*unforeseen and unintentional*'.

For accidental damage in storm damage complaints, we'd generally expect the cause of the damage itself to meet this criterion, for example, if an object has fallen into the property because of storm conditions. Having considered the damage to the garden wall, I haven't seen any evidence to persuade me that's what has happened here.

I recognise Mr W has explained that a fallen tree may have caused damage (or made worse any damage from the previous day), because of the stormy weather experienced. But I'm unable to direct Ageas to do more to put things right based on Mr W's testimony alone. The evidence I've seen doesn't support there being any evidence of accidental damage being caused to the wall, in line with what we'd expect to see from a claim like this.

I appreciate that this will come as a great disappointment to Mr W. But insurance policies do not cover every eventuality, and this is one of those circumstances, where I can't say that Ageas had acted unfairly or unreasonably in declining Mr W's claim. Because of this, I won't be asking Ageas to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 10 October 2025.

Neeta Karelia
Ombudsman