

The complaint

Mr and Mrs V complained that Ageas Insurance Limited (“Ageas”) unfairly declined a claim for storm damage to a boundary wall, under Mrs V’s home building’s insurance policy.

I’ll refer to Mrs V for ease.

What happened

In January 2025 Mrs V contacted Ageas to make a claim for part of a boundary wall that had collapsed following a period of severe weather. She said it declined the claim without arranging an inspection of the damage. It told her there was no evidence that a storm had occurred at the time of her loss. Mrs V explained that based only on her description of the damage Ageas told her there was no cover under her policy.

Mrs V arranged for two contractors to provide comment on the cause of the damage to the wall. She said both contractors thought storm condition were the reason the wall had collapsed. As this supported her claim, she said Ageas should pay for the repairs. It didn’t agree so Mrs V complained.

Mrs V also complained that Ageas had been unhelpful and ‘sarcastic’ in the explanations and responses it provided.

In its final complaint response Ageas told Mrs V that no storm conditions were experienced at the time of her loss. This meant that no insured cause for the damage had been identified. The business explained to Mrs V that the onus was on her to show an insured event had occurred. It didn’t inspect the damage as it said no insured cause had been established. It said Mrs V was advised to engage a builder to assess a possible cause of damage if she wanted to pursue the matter.

Ageas wrote to Mrs V again in response to the contractor reports she provided. It maintained its decline decision. It said its policy terms and conditions exclude any loss that happens gradually over time. The business told Mrs V it had raised a complaint, when it did, because she expressed dissatisfaction. It said its agent didn’t intend causing Mrs V distress in how it responded to her queries and concerns.

Mrs V didn’t think Ageas had treated her fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He said the weather data showed storm force wind had been recorded around the time of Mrs V’s loss. But her contractor’s comments indicated the underlying cause of the damage was a gradual deterioration of the wall. This isn’t covered under her policy. Because of this our investigator thought Ageas acted fairly when declining Mrs V’s claim.

Our investigator didn’t think Mrs V’s loss was covered under an accidental loss cause either. He acknowledged a further partial collapse of the wall had occurred when Mrs V had tried to make it safe. But he said this was reasonably foreseeable, which is excluded from this cover. Our investigator thought Ageas had acted reasonably when setting up a complaint when it did, and in the responses it gave to Mrs V’s contacts.

Mrs V didn't accept our investigator's findings and asked for an ombudsman to consider her complaint.

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 not upholding Mrs V's complaint. I'm sorry to disappoint her but I'll explain why I think my decision is fair.

It's for the policyholder to show that they have suffered an insured loss, fire, flood, theft etc. If they can then the insurer should pay this claim. This is unless it can reasonably rely on a policy exclusion not to.

When Mrs V first contacted Ageas the claim records show it checked the available weather data for storm conditions in her locality. I've seen the weather data it relied upon. This showed maximum wind gusts up to 39mph around the time the damage to the wall occurred. This falls outside the definition of storm force winds under Mrs V's policy terms. The records show Ageas's agent told her she could provide a 'cause of damage' report. It would then consider the matter further. But the agent confirmed that as no insured cause had been identified it wouldn't send an assessor at this time.

Based on the information Ageas had at the time Mrs V made her claim, I don't think it behaved unreasonably. It asked her to show that an insured loss had occurred. This is what I'd expect it to do. It confirmed the opportunity for Mrs V to obtain a report to show what had caused the damage. It subsequently reviewed this information when she provided her contractor's reports. Because of this I don't think Ageas treated Mrs V unfairly here.

That said, I've looked at the weather data we have access to and this showed wind speeds, around the time of Mrs V's loss, that were considerably higher than Ageas reported. So, I need to consider whether storm conditions can be evidenced.

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 the weather data our investigator obtained. This was showed wind gusts up to 48mph on 13 January 2025. These speeds were recorded within a mile of Mrs V's home address.

Mrs V's policy defines a storm 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”.

From the information I've seen wind gusts didn't reach 55mph. But as our investigator highlighted, structural damage can occur at wind speeds that reach 48mph. This level of wind speed was recorded on 13 January 2025. Based on this evidence, I think it's probable that storm force winds were experienced around the time of Mrs V's loss. So, the answer to question one is yes.

A wall being blown over is something a storm can typically cause. So, question two is also yes. The final point I need to be satisfied with is that the storm conditions were the main or underlying reason that the wall collapsed.

I've read the reports provided by the contractor's Mrs V approached. I've copied the pertinent excerpts from these reports below:

“The wall is a traditional mortared limestone wall... It was originally pointed but much of this has decayed and fallen out over time [which is common to all walls of this age and construction]. There are areas which have been repaired in the past.. In my opinion the wall has been subject to the normal processes of corrosion and breakdown which has caused some decrease in structural stability. This is normal for all walls of this age as ingress of water, and the freeze-thaw process damages the lime mortar. In my experience walls will continue to stand in this state until a force is applied to destabilise them. In this case the force has been abnormally strong gale force winds during a series of 'named' storms over a period of months.”

The later emailed report said:

“The most common cause [of the collapse] is likely to have been to have been a mix of an ageing wall, retaining a driveway which is frequently driven on and over a concerted period of time has worn the general strength of it down to the point where weather and possibly water has done the rest ... But I this is by no means a cut and dried assessment, simply a best guess based on experience.”

The contractors describe an ageing wall that has deteriorated over time due to several factors. The claim records show Mrs V told Ageas she had owned the property for two and a half years at the time of the wall's collapse. No work had been done to the wall by her. The claim records say that if the wall was original to the property it dates to pre-1800s.

It's not entirely clear when the wall was built. But from the photos, and contractor reports, the wall is clearly of some age and showing signs of deterioration. I note Mrs V's comments that her neighbour doesn't use a car often, so this won't have had a significant impact on the wall. She also said the reports highlight that maintenance has been carried out. Mrs V said the reports say the wall can withstand elements of wear and tear and still be fine until a force is applied. In this case she said the storm force winds acted as this force.

I acknowledge Mrs V's comments. But the wall is clearly in a deteriorated state because of several factors acting on it over a long period. A well-built wall in good condition should withstand wind speeds of the magnitude recorded at the time of Mrs V's loss. The fact that it collapsed points to an inherent weakness in the wall. As Ageas pointed out, this is likely the result of gradual causes acting on it over time. This is supported by the opinions Mrs V sought from her two contractors who are proficient in building and repairing walls.

The answer to question three is therefore, no. This means Ageas can reasonably decline Mrs V's claim for the reason it gave.

I've thought about Mrs V's view that when she tried to make the wall safe, it caused further damage. And that this damage should be covered under an accidental damage cause. Mrs V's policy terms and conditions don't give a definition for accidental damage. Where no definition is given our service takes the view that accidental damage means something 'unforeseen and unintentional'.

Mrs V describes having moved part of the already damaged wall to try to make it safe. In doing so a further partial collapse occurred. I understand the point she is making. But the damage had already occurred due to the initial collapse. This was the underlying reason for the secondary collapse. The act of moving part of the wall, and the further collapse, can reasonably be said to have been foreseeable. So, I don't think cover is provided in these circumstances as Mrs V has suggested.

Mrs V selected Ageas's extended accidental damage cover when she bought her policy. I've checked to see if there's anything under this that would cover her loss. But this also excludes gradual causes. As discussed, the underlying cause of the damage was the deteriorated condition of the wall that has occurred gradually over time. So, there is no cover under this cause either.

I've read the correspondence exchanged between Mrs V and Ageas. It's clear that she raised several concerns. In response to this the business logged a complaint. Mrs V then responded to say this was set up prematurely.

Complaint handling isn't something the Financial Conduct Authority regulates on. So, I can't consider this further. But the expectation is that an expression of dissatisfaction should trigger a complaint being logged. This is what Ageas did here.

I can see Ageas referred to a dictionary definition of 'gradual' in an email to Mrs V. This was in response to her request for it to define what it meant by 'gradually over a period of time'. I can't see that this is specifically defined in Ageas's policy booklet. It's likely that this is why it referred to a dictionary definition. Where specific definitions aren't provided in the policy terms, I don't think it's unreasonable to refer to a dictionary source. From what I've read Ageas's agent was genuinely attempting to answer the queries and concerns Mrs V had raised. I don't think the response was intended to be sarcastic as she has suggested.

I'm sorry Mrs V's wall collapsed and that she isn't covered under her policy for the cost of the repairs. But having considered all of this, I don't think Ageas acted unfairly when it relied on its policy terms to decline her claim for the reason it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Mr V to accept or reject my decision before 13 October 2025.

Mike Waldron
Ombudsman