

The complaint

Mr F and Ms R complain that Ageas Insurance Limited have unfairly declined their claim for storm damage, provided poor service, and some poor quality repairs.

What happened

Mr F and Ms R had a buildings insurance policy with Ageas.

In September 2024 they noticed an ingress of water around the chimney.

They called their home emergency provider under their home emergency insurance and they attended. Unfortunately they said they were unable to undertake any repairs as scaffolding was needed, and the costs of that would be more than there was cover for under the policy.

Mr F and Ms R then contacted Ageas as they were the underwriters for the buildings and contents policy. Ageas declined the claim as they said there were no storm conditions in the period of three months before the leak was discovered.

Mr F and Ms R then made a second claim for the internal damage as a result of the ingress of water, and a third claim relating to repairs to a shed roof as a result of storm damage. Although the third claim succeeded, Mr F and Ms R were unhappy with the workmanship. Mr F and Ms R made three complaints to Ageas about their claims, but Ageas didn't uphold the complaints and so they brought them to us.

One of our investigators has looked into them and he thought that Ageas had acted fairly in declining the storm claim, rectifying the shed roof, and offering to consider an accidental damage claim for the internal damage.

Mr F and Ms R disagreed with our investigator's view, and so the case has come to me to review.

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.

In this case I have to consider whether Ageas have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

I can see that Mr F and Ms R were very upset by the home emergency providers not undertaking any repairs to the roof. However, our service has looked at this under a separate complaint reference and so I won't be commenting on this.

In this decision I can only look at the actions of Ageas as the main buildings and contents insurer.

There have been three final response letters issued by Ageas which cover the following issues:

23 September 2024 – the decline of the storm claim

2 December 2024 – complaint about Ageas forwarding the complaint to the home emergency provider.

20 December 2024 – complaint relating to shed repairs under the third claim

Ageas have agreed that I can look at all three of these responses in my decision, and having done so, I won't be upholding this complaint. I have explained my reasons below:

The storm decline

Insurance policies don't cover every possible thing that can happen to a property and are not intended to cover damage that occurs over time because deterioration of the construction. So, when a claim for damage is made, it needs to have been caused by one of the named "perils" in the policy for the claim to be valid, and it is the policy holder's responsibility to show that an insured event has occurred.

When Mr F and Ms R made their claim for ingress of water, Ageas considered the claim under the "storm peril" on the policy, as that is the one that is most likely to cause an ingress of water. They declined it because they said there were no storm weather conditions.

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

1. Were storm conditions present on or around the date the damage is said to have happened
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

So, I've firstly looked at whether storm conditions were present. Mr S and Ms R's policy booklet defines "storm" as:

"Strong winds over 55mph, or damage caused by extreme rain, snow or hail. Rainfall is extreme if more than 2.5cm falls in an hour. Snowfall is extreme if 30cm or more falls in a 24 hour period. Hail is extreme if it exceeds 2cm in diameter."

Ageas have said that there were no weather conditions which met this definition of storm around the time of the incident.

I have checked both the Eurotempest and Weathernet reports going back to the beginning of July 2024 to get some accurate data. They show that there are no days from the beginning of July until the leak was discovered on 9 September in which the wind met the threshold of 55mph. There were two days where gusts reached 45mph, but this would not be enough for the wind criteria in the policy to be met.

There was heavy rainfall on two days in the three months before the claim. These were:

24 August 6.8mm in an hour – total rainfall 19.4mm

16 August 5.9mm in an hour – total rainfall 15.4mm

But again, this isn't sufficient to meet the 2.5cm (or 25mm) in an hour threshold for a storm claim.

And so, I'm satisfied that whilst there has been some heavy rainfall and fairly high winds in the area, they aren't sufficient to be classed as a storm under the terms of the policy, and so Ageas have acted in line with the terms of the policy in declining the claim.

I can understand why Mr F and Ms R disagree with this. They say that the location of their property which is on a cliff at the coast means they experience more extreme weather. Having looked at the location of their property on a map, it is feasible that they do experience more extreme weather. However, I haven't seen any evidence from Mr F and Ms R that suggest this was the case at the relevant time - such as other storm damage in the area, or photographic or video evidence of the weather conditions or the damage.

As I haven't been able to uphold the first part of the storm test, I haven't gone on to consider whether the damage caused is consistent with the kind of damage caused by storm, and whether the storm was the main cause of the damage. I also note that as Ageas didn't visit the property following the first claim, there is no evidence regarding these aspects in any event.

Internal Damage

It's entirely possible, and often happens in cases like this, that although the leak happened as a result of a slipped tile which can't be attributed to storm conditions, there is extensive internal damage. Insurers can consider covering internal damage under the accidental damage part of a policy if the leak occurred as a sudden and unexpected event.

I can see from the claim notes that Ageas tried to contact Mr F and Ms R in November 2024 to discuss the possibility of the internal damage being covered as accidental damage under the policy, and they have confirmed to me that they are still willing to do so now.

However, Mr F and Ms R haven't yet provided all the information that is needed so that Ageas can consider the claim and arrange the repairs.

I think this is a fair offer and Ageas made an early approach to Mr F and Ms R about this, and so I won't be recommending any change to this remedy. I would suggest that Mr F and Ms R should provide the information requested so that the claim can be progressed.

The forwarding of details to the home emergency provider

As initially part of the complaint was about the home emergency provider, Ageas forwarded that part of the complaint to the home emergency provider for them to reply. I can't see anything wrong in them doing this to enable there to be a full response sent, although I can appreciate that it may have been confusing for Mr F and Ms R having had so many parties involved in their claim..

Quality of repairs – Shed

Mr F and Ms R made a further claim for damage to their shed roof in October 2024, which was accepted as it met the storm criteria.

Following Ageas contractors repair, they raised a further complaint about work completed. They have provided photos of the work, which appears to be the fixing of rough sawn batons to the exterior of the shed roof.

Ageas have responded to this complaint on 20 December 2024, explaining that the work was completed by their contractor and as well as felting the roof, they fixed batons on each side of the shed to prevent further future damage. This was done without Ageas consent and at the contractors own expense, using his own materials.

I can see why Mr F and Ms R would be unhappy that this work was done without their or the insurer's consent, and I agree that it does seem to be of poor quality. However, I can also see that Ageas have offered to send other contractors to rectify this by either removing or painting the batons. I think that this is a fair resolution to this aspect of the complaint, as it would put Mr F and Ms R back in the position they were in prior to the claim, and so I am satisfied that Ageas have acted fairly here.

Mr F and Ms R have asked for the return of their excess of £100, but as Ageas contractor has reroofed the shed and completing the insured works, I can't fairly direct the refund as Ageas have fulfilled their contractual obligations.

My final decision

My decision is that I'm not upholding Mr F and Ms R's complaint about Ageas Insurance Limited and so they don't need to take any additional action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Ms R to accept or reject my decision before 24 November 2025.

Joanne Ward
Ombudsman