

## **The complaint**

Mr D has complained that Ageas Insurance Limited (Ageas) unfairly declined a claim under his home insurance policy.

Mr D is represented for his complaint but, for ease, I will normally only refer to him.

## **What happened**

Mr D contacted Ageas to make a claim for storm damage. He told Ageas he had already repaired the damage. Ageas asked for details of the repairs carried out. It also asked for evidence that repairs had been carried out following two previous storm damage claims.

Ageas arranged for a surveyor to visit. The survey was unable to confirm cover for the claim because the work had already been completed. Following this, Mr D provided an invoice for the work. Ageas also obtained photos from the builder, which showed the work carried out. Ageas wrote to Mr D and said it was aware of previous claims in 2021, for which a cash settlement was paid, and 2024, which was declined due to wear and tear. It said it needed to validate an insured event had taken place. It said the repair works Mr D had carried out before reporting the most recent claim prejudiced the claim. It said unless Mr D could provide evidence of the previous repairs having taken place, it was unable to validate the claim.

When Mr D complained, Ageas maintained its decision to decline the claim. It said it had asked for evidence the previous work had been carried out. As Mr D had said he was unable to provide this, it had appointed a surveyor to help validate the claim. It hadn't found any obstructions on its part as further validation was required.

Mr D complained to this Service. Our Investigator didn't uphold the complaint. She said the policy terms explained that proof was required for a claim. Mr D was unable to show repairs from previous claims had been carried out. Ageas had declined the claim because it was unable to validate it. She said, on balance, this was fair. Mr D's broker had also complained that Ageas continued to contact Mr D. She noted Mr D had continued to contact Ageas throughout the claim, but that he had also said the broker would be contacting Ageas as well. She said there wasn't evidence that Ageas contacting Mr D made a material difference to the claim.

As Mr D didn't agree this was fair, 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.

For the first question, Ageas found windspeeds of up to 85mph around the time Mr D said the damage happened. These would be considered storm strength winds, including based on the definition given in the policy. So, I think the answer to the first question is yes.

For the second question, the damage Mr D reported was to a roof, although it isn't clear what the specific damage was. But, despite the limited information available, I think a storm could cause damage to a roof.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. Ageas told Mr D he had prejudiced the claim by carrying out the repair before it could assess the damage. However, it considered the other available information and evidence to make its decision about the claim.

Mr D provided Ageas with a builder's invoice to support his claim. This said: "*Repairs due to storm damage*". The builder's photos also showed evidence of the repairs, rather than of the damage. I don't think this is persuasive evidence.

Ageas also found that there had been two previous claims for storm damage in 2021 and 2024. It asked for evidence the repairs had been carried out. However, Mr D was unable to provide this. I'm aware Mr D has said the most recent storm damage was to a different part of the roof than had previously been damaged. But, Ageas was of the view that if repairs had been carried out to the roof in 2021 and 2024, the roof should have been able to withstand further storm damage. I'm also aware that Mr D's representative has said that at no stage prior to this claim had it been made clear that Mr D might need to provide evidence of the previous repairs.

Looking at the policy booklet, it said:

*"For any claim that is made you will need to be able to prove that an insured incident covered by this policy has occurred. Proof could be a police report, photographic or actual evidence of the loss or damage you have suffered."*

The policy booklet also explained what Ageas would pay out for. This included:

*"We also won't pay claims for repairs that wouldn't have been made if you'd dealt with existing problems to your property. It's your responsibility to look after your buildings and contents and keep your property in a good state of repair. This policy is designed to only cover you for things that you couldn't have reasonably prevented. You must avoid or limit any loss, damage or injury by dealing with a problem as soon as you become aware of it."*

So, Ageas was entitled to ask for information to support the claim. However, I'm aware there was a lack of direct evidence to support the claim. Given that previous claims had been made for storm damage to the roof, and Mr D was only able to provide limited evidence to support the most recent claim, I think it was reasonable for Ageas to ask for evidence of the previous repairs. Ageas was also entitled to consider the claim in its wider context and I don't think it's unusual for insurers to look at previous claims.

I'm also mindful that the onus is on a policyholder to show an insured peril was the cause of the damage claimed for. In this instance, Mr D was unable to provide evidence of the damage to the roof. He was also unable to show that previous repairs to the roof had been

carried out. So, without any further detail, I don't think I can fairly say it was more likely than not that the storm was the main cause of the damage. As a result, I think it was reasonable that Ageas declined the claim.

Mr D's representative has also said that Ageas' surveyor told him it had recommended to Ageas that it approve the claim. I've looked at the survey report and this didn't say the claim should be approved. It said further information was required before any cover could be confirmed. But, even if the surveyor had said the claim should be approved, Ageas was still entitled to review the claim to decide if it should be settled.

I'm aware Mr D's representative was also concerned that Ageas continued to contact Mr D, who he said was vulnerable, about the claim despite being asked to contact the representative instead. I'm aware that, despite this request, Mr D contacted Ageas directly on a few occasions. So, I think it was reasonable that Ageas continued to contact Mr D, despite the request to only contact the representative. I also haven't seen evidence to show Ageas continuing to contact Mr D made a material difference to the claim.

So, having looked at what happened, I don't uphold this complaint or require Ageas to do anything else in relation to it.

### **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 D to accept or reject my decision before 24 December 2025.

Louise O'Sullivan  
**Ombudsman**