

## **The complaint**

Ms H complained that Ageas Insurance Limited (Ageas) unfairly declined her claim for storm damage to her roof, under her home buildings insurance policy.

## **What happened**

Ms H said her Dorma roof was damaged during a storm. She contacted Ageas to make a claim. She arranged for a builder to inspect the damage, take photos, and provide a quote for the repairs. But Ageas then declined her claim. Mrs H didn't think this was fair and complained.

In its final complaint response Ageas said there was no record of storm conditions around the time Ms H said the damage occurred. This meant there was no cover for a storm claim. It said it was unable to identify any other insured event as the cause of the damage. So, Ageas maintained its decline decision.

Ms H didn't accept what Ageas had told her and referred the matter to our service. Ageas then contacted our service to make an offer to resolve her complaint. It offered £100 compensation and to consider whether the internal damage claimed could be covered. It said it hadn't considered this previously, hence its offer. We put this to Ms H, but she didn't accept. So, one of our investigator's looked into her complaint.

Our investigator upheld Ms H's complaint in part. She agreed with Ageas that it was reasonable to decline the external damage part of the claim. But she thought its offer to validate the internal damage part of the claim and to pay £100 compensation was reasonable.

Ms H didn't accept our investigator's findings and asked for an ombudsman to review 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 upholding Ms H's complaint in part. I'm sorry that she will be disappointed that I'm not upholding it in full. But I'll explain why I think my decision is fair.

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 the closest weather station to Ms H's home. This was around 19 miles away. The maximum wind gusts recorded on this date were 37mph. The highest hourly rainfall was 4mm.

Ms H's policy defines a storm as:

*"By a storm, we mean strong winds of over 55mph, or damage 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"*

Based on this information there were no storm force winds or rain at the time Ms H said the damage occurred. I've also checked the days preceding this date but, again, there's no record of storm conditions. I note Ms H's comments that it was a whirlwind that caused the damage. She said this may not have shown in the records. Ageas's claim notes show that it did check for any tornado activity around the time of the loss. But it hadn't found any. Similarly, the weather records I've seen don't mention a tornado or other such event. I haven't seen any other evidence that shows storm conditions were experienced. So, based on this, the answer to question one is no. This means Ageas can reasonably decline Ms H's claim.

For completeness I've read the report, and considered the photos, Ms H's contractor provided. The report said:

*"Flat roof – Upon inspection it was immediately evident the roof has suffered substantial water ingress. The roof boards are severely bowed across the entire roof. The roof boards are unsafe to walk on and need replacing at the soonest opportunity to prevent a collapse."*

And:

*"The cause of the damage is likely to be numerous [sic] in and around the flat roof and perimeter. The roof boards and SBS roof membrane require complete replacement."*

The contractor doesn't say how the damage was caused. From the photos the flat roof that covers the Dorma appears fairly worn and of some age. I note Ms H confirmed in her submissions that it had been built around 50 years ago. I haven't seen any records that show the roof covering was replaced during this period, or that maintenance was carried out. Flat roofs generally require more regular maintenance than a pitched roof. Ms H has said that the roof was in a good condition. But I think the photos and the contractor's comments indicate otherwise.

I can see Ageas spoke with Ms H's contractor on 3 September 2024. I understand she had asked him to make contact. From the notes the contractor said the damage could be from a gradual event, but he wasn't sure. Also, that wear and tear maybe possible.

Based on this evidence I think Ageas's view is persuasive that the damage to Ms H's roof is likely to be the result of gradual wear and tear. So, even if there was evidence of storm conditions, I think it's likely Ms H's claim would fail at question three. This is because the underlying cause of the damage was most likely due to wear and tear over time.

I've thought about the internal damage Ms H reported due to rainwater ingress. I can see that she has accidental damage cover. This provides cover if damage is caused suddenly

and unexpectedly. Water ingress caused by sudden damage to a roof covering would appear to fall within this cover.

In these circumstances it's fair that Ageas considers this part of Ms H's claim and explains its decision to her. If she isn't satisfied with its response she can raise a separate complaint. I also think it's fair to compensate Ms H for the delay in Ageas considering this point. £100 seems reasonable in these circumstances.

### **My final decision**

My final decision is that I uphold this complaint in part. Ageas Insurance Limited should:

- consider Ms H's claim for any damage caused internally; and
- pay Ms H £100 compensation for the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 20 October 2025.

Mike Waldron  
**Ombudsman**