

The complaint

Mr and Mrs B complained that Ageas Insurance Limited ("Ageas") unfairly declined their claim for damage caused by a storm, under their home insurance policy.

What happened

Mr and Mrs B made a claim to Ageas when bad weather caused rainwater to enter through their roof and subsequently cause damage to the inside of their property.

Ageas appointed a surveyor to review and validate the claim. Based upon the surveyor's report, Ageas decided to decline the claim. Ageas said *"[the report] confirmed the damage is not consistent with storm damage"*. Ageas followed up by saying *"the surveyor could see that some tiles had been replaced, however it was noted that the tiles were not installed correctly and there was missing mortar at the side of the property. The surveyor then went on to mention that they did not need to check the condition of the loft as there was clear pre-existing issues to the walls in the bedroom, which were consistent with water ingress over time. As such, the surveyor made the decision to decline your claim"*.

After the complaint was escalated to our service, Ageas made a pro-active offer to resolve the complaint. It offered to re-open the claim in respect to the roof and re-consider the claim in line with the terms and conditions of the policy. It also offered £300 compensation for any distress or inconvenience caused. It did, however, say it wouldn't cover the internal damage to the property.

Mr and Mrs B would like their claim settled in full for the roof damage and internal damage.

Our investigator decided to uphold the complaint. He thought the original decision by Ageas was unfair (hence the uphold) but recognised the pro-active offer from Ageas was a reasonable resolution to the complaint, as he thought there was evidence the internal damage to the bedroom was caused by condensation in the loft.

My provisional decision

I made a provisional decision on this on 28 October 2025. I said :

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Ageas has agreed there were storm conditions at or around the time of the reported incident. Therefore, I will consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Were the storm conditions the main cause of the damage?

I haven't answered these two questions directly, as I don't think either party Mr and Mrs B nor Ageas have properly considered if the storm did cause the damage that was claimed for.

I'd normally expect there to be visible damage from a storm, such as: tiles blown from a roof, ripped felt from a flat roof or damage caused by flying debris. Such damage might then mean rainwater can enter a building to cause further damage.

Additionally, if Ageas wants to use exclusions within the policy, such as wear and tear, to decline the claim, then I think it must provide conclusive evidence of the wear and tear and what has caused it.

In the evidence I have seen so far related to this case, I'm not convinced the evidence provided by either party has been particularly robust, therefore, I think Ageas' pro-active offer to re-consider the claim in line with the terms and conditions of the policy is a fair one. I'd expect this process to include another physical site inspection and more detailed photographs to support any findings.

Ageas has said it won't re-consider the damage in the bedroom however, as it said it was caused by a pre-existing condition. I can see the ceiling of the bedroom had collapsed and there is evidence provided by Mr and Mrs B's own contractor that the damage is most likely caused by condensation in the loft.

However, Mr and Mrs B have argued that apart from the ceiling collapsing the remainder of the damage was caused by the excessive rainwater from the storm. So, whilst I think there is evidence the ceiling itself was damaged from a pre-existing issue and wouldn't be covered by the policy, I do have some sympathy with the argument. I don't think it's likely condensation from the loft would've caused damage all the way down the bedroom wall and I don't think there would've been any permanent damage to the carpet from a collapsed ceiling, unless there was a significant deluge of rainfall to accompany it.

Therefore, when Ageas re-consider the storm damage, I intend that it not only considers the damage to the roof, but it also re-considers if the storm had caused some of the damage internally within the property, including the bedroom. In line with Ageas' offer, I also intend that Ageas pay Mr and Mrs B £300 compensation for the distress and inconvenience it has caused by not completing a thorough inspection of the property when it visited the first time around. I think this is a reasonable level of compensation in the circumstances.

For the avoidance of doubt, any changes that are made to Ageas' decision after the complaint is escalated to our service is recorded as an uphold decision, even if part of that change is initiated by a pro-active offer from it.

Responses to my provisional decision

Mr and Mrs B didn't respond to my provisional decision.

Ageas didn't say whether it agreed with my provisional decision, but it confirmed it didn't have any new points to add.

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.

Given neither party has provided any new information, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require Ageas Insurance Limited:

- Re-consider the claim for storm damage, to both the roof and all potentially impacted internal aspects of the property
- Pay £300 compensation – for distress and inconvenience.

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

Pete Averill
Ombudsman