

The complaint

Mr M complained about Ageas Insurance Limited declining a claim on his buildings insurance policy. He also complained about delays, customer service and his renewal premium.

What happened

The events are well known to both parties, so I've only summarised them here.

In October 2024, Mr M suffered damage to his conservatory roof following some adverse weather. Due to some damage to his flue, Mr M also suffered some fire damage. He raised a claim with Ageas. Mr M wanted Ageas to fix his conservatory but said he'd repair the fire damage himself and wasn't intending to claim for this.

Ageas assessed the claim and were initially looking to repair the conservatory. Later, they were looking to offer Mr M a cash settlement. The claim was then declined in late January 2025. This was due to the weather not being bad enough to be deemed a storm under the policy. Mr M was unhappy and complained. Ageas upheld the complaint as they agreed they hadn't handled the claim well and offered Mr M £200 compensation. Mr M wasn't happy and brought the complaint to this service.

Our investigator upheld the complaint. Whilst they didn't think Ageas had unfairly declined the claim, they didn't think the compensation offered was enough to cover the trouble and upset caused to Mr M. He thought Ageas should increase the compensation by an additional £200, making it a total of £400. Mr M appealed. He still didn't think the outcome was fair. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Mr M has also raised complaints about two separate insurance brokers. This decision is only about the actions of Ageas and doesn't consider the complaints about his brokers.

I was minded to reach the same overall outcome as our investigator, but for some different reasons. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Ageas acted in line with these requirements with how Ageas

handled Mr M's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr M has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I've split my decision into the separate complaint points raised by Mr M.

Claim decline

As the investigator explained, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were there storm conditions on or around the date of the claim?*
- Is the damage consistent with storm damage?*
- Were the storm conditions the main cause of the damage?*

If the answer to any of these questions is 'no', then the claim won't succeed.

First, I've considered whether there were storm conditions on or around the date of the claim. Ageas' definition of a storm includes wind speeds of at least 55 mph. Mr M has said he doesn't believe that what constitutes a storm is defined in his policy terms and conditions, but I don't agree. On page 12 of the policy terms and conditions it defines a storm as follows:

"A period of violent weather defined as:

Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or;

Torrential rainfall at a rate of at least 25mm per hour or;

Snow to a depth of at least one foot (30cm) in 24 hours or;

Hail of such intensity that it causes damaged to hard surfaces or breaks glass."

I've considered local weather reports from around the date of the claim. I can see that wind speeds didn't exceed 55mph around the time the damage occurred. Whilst as a service, we have our own approach to what would constitute a storm, this wasn't met either. On this basis, the answer to the first question is 'no' and it wouldn't be unfair for Ageas to decline the claim.

Mr M has raised about the distances of the weather stations and that localised factors can impact wind speeds (such as a build-up of energy when blocked by trees). Whilst I appreciate both these things can have an impact, I have to rely on the evidence available to decide whether Ageas has acted fairly or not.

I appreciate that for a long time it seemed as though Ageas were going to complete the repairs or offer a cash settlement and this has caused Mr M trouble and upset. I've considered the compensation amount below.

Mr M has also raised about the claim being recorded on the Claims and Underwriting Exchange database (CUE). Mr M believes this is because he's being suspected of fraud and this has had a profound impact on him. I'm very sorry to hear about how this has impacted Mr M. However, all insurers signed up to CUE are required to add details of any claims. This isn't because Mr M is being suspected of submitting a fraudulent claim. One of the many purposes of CUE, is to help reduce fraud occurring.

Mr M has raised about a claim being recorded on CUE from 2022. This isn't something that has been considered in this complaint. Should Mr M be unhappy with this, he'll need to raise a complaint with his insurer at the time.

Claim delay

Mr M first logged his claim in mid-October 2024 and the claim was declined in late-January 2025. The claim could and should have been declined when first raised in October. So, I agree there has been a significant delay in dealing with this claim.

Mr M initially made some temporary repairs to his conservatory. However, there was a further storm in January 2025 which Mr M has said caused damage to the conservatory roof.

Mr M has said that due to the roof not being repaired properly, there has been further damage caused both to the roof and internally due to further severe weather. I've asked Mr M to provide specifics along with photos of the damage caused but Mr M hasn't provided me with anything to confirm any additional damage has been caused. So, I don't intend to award Mr M anything further for this at this time. Should Mr M provide me with additional evidence, I'll be able to consider this further.

Mr M did provide photos of the damage caused by the fire. However, Mr M informed Ageas that he wasn't intending to claim for this. If this has changed, Mr M would need to raise it further with Ageas.

Renewal premium

Mr M has said his insurance renewal went up by 300%. Our investigator didn't comment on this complaint point in their outcome.

The Financial Conduct Authority doesn't regulate firms on the prices insurers charge or the methods an insurer might use to calculate a price. As a service, when it comes to pricing, we check to make sure a consumer hasn't been treated any differently to someone in the same situation and that the insurer hasn't made a mistake. It's not for this service to tell an insurer how they should be charging customers as firms have the commercial discretion to make that decision.

Whilst I appreciate it's a large increase, I've not seen anything to suggest that Mr M has been unfairly treated in his policy renewal premium offer. The fact he's said he's received similar prices from another broker also suggests that Ageas hasn't treated him unfairly. Whilst I empathise with Mr M's situation, I'm not able to say Ageas has done anything wrong.

Staff attitude during phone call

I've listened to the phone call Mr M had with Ageas that he complained about. Based on what I've heard, I don't think the staff member did anything wrong during the call. So, I won't be asking Ageas to do anything further in relation to this complaint point.

I appreciate that it must have been frustrating for Mr M to have to wait so long for the claim

to be declined. I can also understand the distress caused by the repairs not having been done and there being further severe weather. Although this is a distilled version of events, I've considered everything in the round, and I think Mr M has been caused considerable distress, upset and worry which has taken a lot of extra effort to sort out over several months. In line with our website guidelines, I think the £400 compensation awarded by our investigator is fair and reasonable in the circumstances."

I set out what I intended to direct Ageas to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Ageas accepted my provisional decision.

Mr M confirmed he didn't agree with my provisional decision. In summary, he made the following points:

- The decision had dismissed many facts
- Failures of the investigator need to be reviewed
- The claim was accepted so it doesn't matter about the wind speed
- A renewal premium was taken when he asked for the policy not to renew
- He received a renewal quote for £400
- He wants to know the specific reasons for the premium increase
- He has further issues about the information being recorded on CUE
- He feels as though redacted emails have been provided

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.

I've thought carefully about the responses to my provisional decision. Overall, Mr M hasn't provided much, if any, new information in his response which hasn't already been considered within my provisional decision. Whilst I appreciate it will come as a disappointment to Mr M, my conclusions remain the same. I'll cover off the points raised by Mr M in his response.

Whilst I appreciate Mr M is unhappy with the outcome, this doesn't mean I've dismissed any of the information provided. I have considered everything that has been provided even if I haven't specifically mentioned it. Mr M has said about redacted emails, but this isn't the case. I have access to all the original emails sent by both parties to us.

It isn't my role to assess the investigator in this decision. I've reviewed the case from an independent position to our investigator. I've assessed all the evidence provided to come to my outcome.

It has been accepted the claim was incorrectly accepted by Ageas. This doesn't mean Ageas are legally bound to complete work that isn't covered by the terms and conditions. It has caused Mr M distress and inconvenience which is why compensation has been awarded.

The payment of the renewal premium is a broker issue and not an insurer issue. So, it's not for me to consider in this complaint. It's also not for this service to provide advice as to what to do with the refund cheque he received for the payment.

I'm pleased to hear that Mr M was able to get a quote from a third-party insurer at a price he was happy with. This doesn't mean that Ageas have unfairly increased his insurance premium. I've not seen any evidence to support Ageas have treated Mr M differently to any other person who had the same insurance risk profile. Insurer pricing information is commercially sensitive and doesn't need to be disclosed to policyholders.

Insurers aren't required to inform policyholders about the information held on CUE. As I've set out previously, if signed up to CUE, there is a requirement to record accurate information about claims on CUE. I would expect an insurer to provide the information if it's requested. In their final response letter, Ageas agreed to remove the information from CUE. Our investigator's outcome recommended Ageas removed the record from CUE, which was accepted by Ageas. For completeness, I will add that the record should be removed from CUE too.

Putting things right

To put things right, Ageas need to do the following:

- Pay a total of £400 compensation to Mr M
- Remove the claim record from CUE for the storm in October 2024

My final decision

For the reasons I've explained above, I uphold this complaint and direct Ageas Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 January 2026.

Anthony Mullins
Ombudsman