

The complaint

Mr M has complained about the way Ageas Insurance Limited (“Ageas”) has handled a claim he made under his home insurance policy.

What happened

In September 2025, Mr M made a claim under his home insurance policy with Ageas, for a leaking flat roof. He said the damage was caused following a storm and he paid for the repairs himself, which came to £2,800.

Ageas declined the claim. It said there weren’t storm conditions around the time the damage would’ve occurred. It told Mr M that the maximum wind speed was 44mph at the time and the highest rainfall in one hour was 6.6mm which didn’t meet its definition of extreme rainfall of over 25mm in an hour.

Mr M didn’t agree with Ageas’s decision, so he made a complaint. In its response to the complaint, Ageas said it maintained its position that there was no storm, and that it had checked the remaining sections of the policy but didn’t find any other section under which the damage could be claimed for.

As Mr M didn’t accept Ageas’s response, he referred the complaint to the Financial Ombudsman Service. Our investigator considered the complaint, and initially thought it should be upheld because she’d found evidence that there may have been sufficient rainfall on or around the time the damage occurred. But after receiving further information from Ageas showing that there likely wasn’t extreme rainfall at the time, the Investigator ultimately concluded Ageas hadn’t declined the claim unfairly.

Mr M didn’t agree with our Investigator’s final view, so the complaint has been referred to me for an Ombudsman’s decision.

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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr M and Ageas have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I’ve kept this in mind while considering this complaint together with what I consider to

be fair and reasonable in all the circumstances.

Mr M's policy provides cover for storm damage. And whilst I appreciate his strength of feeling that a storm was the main cause of the damage, I'm afraid that the available weather reports don't support his view.

To explain this further, when our service looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur 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? and
3. Were the storm conditions the main or dominant cause of the damage?

We're likely to uphold a complaint if the answers to *all three* questions is 'yes' and we're unlikely to uphold a complaint if the answer to *any* of the questions is 'no'. So I've considered what this means for Mr M's complaint.

Did storm conditions occur?

In this case, Ageas declined the claim as it said there weren't storm conditions around the time the damage occurred. So I've considered whether this was a fair assessment.

The policy defines a storm as "*Strong winds of over 55mph or damage by extreme rain, snow or hail. Rainfall is extreme if more than 25mm falls in an hour*".

Using the resources this service has access to, I've checked the weather conditions around the time the damage was reported to have occurred in the vicinity of the insured property. And Ageas has also provided evidence to show that the wind speeds around the date the damage occurred didn't exceed 44mph (which isn't high enough to be considered a wind storm under the policy). Whilst there was some heavy rainfall, Ageas said the highest rainfall in any one hour around the time of damage was only 6.6mm. This wouldn't meet the definition of extreme rainfall under the policy.

In fairness to Mr M, I've considered the weather reports for the week prior to the damage occurring rather than only on the date Mr M says it occurred, which was 12 September. Whilst our Investigator initially checked a weather source which confirmed that on 11 September, rainfall of between 16 and 32mm fell, there's no evidence to conclude that the rainfall is likely to have been over 25mm in any one hour. The rain lasted 15 minutes, and could have been more or less than 25mm, so I've checked other sources to determine what's most likely.

Having checked the same weather reports Ageas sent to us, I'm not persuaded that the rainfall around the time of damage and during the week before the damage occurred, was 25mm or higher. This is because these reports only show moderate rainfall and a maximum of around 6mm in any one hour. It's unlikely therefore in my view that the rainfall exceeded 25mm in one hour and would therefore meet the policy requirements for a storm.

I won't therefore go on to consider the second and third questions as I'm satisfied the claim was declined fairly based on the lack of evidence of storm conditions.

How the claim was handled

Mr M has said he found the process to be rather hurried, abrupt and curt. I can understand why he felt this way, as the claim was made on 12 September and by 14 September it had been closed.

But I've seen from Ageas's claim notes that it tried to contact Mr M on 12 September but couldn't get through to him. On 13 September it sent a message to say the claim would be declined as there wasn't an insured peril. And it also sent him a letter with further details.

So whilst I agree that the process was quick, I'm not satisfied Ageas came to the wrong conclusion too abruptly, or that it didn't attempt to communicate with Mr M as I'd have expected it to.

And as no insured peril had been confirmed, I don't think it was unfair for Ageas not to send an assessor round to look at the damage. So I don't consider it's acted unfairly in terms of how it handled the claim.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 5 March 2026.

Ifrah Malik
Ombudsman