

The complaint

Miss M Has complained that Ageas Insurance Limited (Ageas) unfairly declined a claim under a home insurance policy.

What happened

Miss M contacted Ageas to make a claim for storm damage. Ageas didn't accept the claim because it said there weren't storm conditions around the time of the damage. When Miss M complained, Ageas maintained its decision to decline the claim.

When Miss M complained to this service, our investigator didn't uphold it. He said it was fair for Ageas to decline the claim because there wasn't evidence of storm conditions around that time.

As Miss M didn't agree, the complaint was referred to me.

I issued my provisional decision on 5 March 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

I've looked at the policy booklet. This defined a storm as:

"A period of violent weather defined as ... Wind speeds with gusts of 48 knots (55mph) which are equivalent to Storm Force 10 on the Beaufort Scale."

Ageas declined the claim because it said there weren't storm conditions around the time of the damage. It provided this service with weather reports that showed the highest windspeed was 48mph, which was on 20 October 2023. I've checked a different weather database, which showed the maximum windspeed locally on that date was 59mph. The following day the maximum windspeed was 55mph. I haven't currently seen evidence that persuades me it's fair for me to put more weight on the weather conditions shown in Ageas's weather data than the weather data I've been able to access.

Miss M also provided a newspaper report describing local damage at that time due to a named storm. I also looked at a flood warning issued by the local council for 20 October. I'm aware this was a storm claim, but I think it indicated the area affected by the named storm at that time, which included the area where Miss M lives.

So, based on what I've seen, I think there were storm conditions locally around the time of the damage. As a result, I currently intend to uphold this complaint and say Ageas should reconsider the claim based on the terms and conditions of the policy.

I've seen photos of the roof damage. It's also my understanding that Miss M might now have had the work done. However, I don't think it would be fair to either party for me to comment on these aspects. Ageas declined the claim based on the weather conditions and its complaint response was issued very shortly after. My decision can only consider the period up to the date the complaint response was issued. I haven't seen anything that indicates Ageas considered any evidence other than the weather reports before it issued its response.

So, Ageas should have the opportunity to assess the claim more widely, but on the basis that there were storm conditions locally around the time of the damage.

I asked both parties to send me any more information or evidence they wanted me to look at by 26 March 2024. Both parties responded before that date.

Miss M agreed with my decision. She said she hadn't had her roof fixed.

Ageas didn't agree with my decision. It provided brief text about the weather service where I had obtained the weather data. It said the weather station was just over 10 miles from Miss M's address. It also said the weather service it used recorded a range of data within a 1.2 mile radius of the postcode and that is also considered property exposure. It said it couldn't agree that the weather data I had used was more accurate. It also disagreed that the weather data I had used was at Miss M's address.

Ageas also said it had looked at the link to a flood warning, but that water didn't enter the property, so it was unable to consider the claim under the flood section of the policy.

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 uphold this complaint and for the reasons given in my provisional decision. As part of that, I've considered the comments from both parties.

I'm grateful to Miss M for explaining she hadn't had the roof work done. This doesn't affect my decision, but it helps to ensure that it is as accurate as possible. In terms of the comments from Ageas, it hasn't provided information I wasn't already aware of. The weather data I used was from a system this service normally uses to check weather data and I am aware of how it functions. I was also aware of the location of the weather station which, as it said at the top of the data provided to Ageas following my provisional decision, is eight miles from Miss M's address. I was also aware of how the weather service Ageas uses collects its data and I looked at the weather data Ageas provided. I also took into account that there was a difference in the data between the two weather services and thought about this.

I also considered what other information and evidence was available. I took into account that there was a named storm. I also noted the local council had issued a flood warning as a result of the named storm and that it covered an area from a named place to the north of where Miss M lived to a place to the south of where she lived. Miss M also provided a news report explaining some of the effects of the named storm in the place where she lived. This service doesn't only take into account the weather data but can also consider other information that might help to show the local weather conditions. Having thought about all the information, I think it's fair and reasonable for me to decide that there were storm conditions locally.

For avoidance of doubt, I wasn't suggesting that I thought Miss M's home had been flooded or that that the claim should be considered under that peril.

Putting things right

Ageas should reconsider the claim under the storm part of the policy based on the terms and conditions and on the basis that there were storm conditions locally around the time of the damage.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Ageas Insurance Limited to reconsider the claim under the storm part of the policy based on the terms and conditions and on the basis that there were storm conditions locally around the time of the damage.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 April 2024.

Louise O'Sullivan
Ombudsman