

The complaint

Mr and Mrs G complain Ageas Insurance Limited unfairly declined a claim they made on their home insurance policy for damage which they thought had been caused by a storm.

What happened

In May 2024 Mr and Mrs G noted water was coming into their property. They thought heavy rain had caused some roof tiles to slip, allowing water to enter into the loft space and into their home. They contacted a roofer who resolved the issue and made a claim under their Ageas home insurance policy.

Ageas declined the claim, it didn't think the weather conditions for wind speeds or rainfall had been sufficiently severe to be considered a 'storm' under the policy. It said Mr and Mrs G's policy didn't cover for bad weather, and so it wouldn't provide any assistance.

Unhappy with Ageas' response, Mr and Mrs G brought their complaint to the Financial Ombudsman Service for an independent review.

Our Investigator was satisfied, based on weather data from the time of the claim, that the rainfall had been sufficiently severe to be considered a rainstorm. So he said Ageas should consider Mr and Mrs G's claim under the 'storm' section of its policy. He also said Ageas should pay Mr and Mrs G £100 compensation for the inconvenience they'd been caused in gathering weather data to dispute Ageas' findings.

Mr and Mrs G accepted the outcome, Ageas didn't. It said the maximum hourly rainfall needed didn't meet its definition of 'storm' under the policy. It said the ruling wasn't consistent with other outcomes issued by this Service.

Since the matter was referred for an Ombudsman's decision, Mr and Mrs G has said Ageas has now cancelled their 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.

The starting point when considering an insurance claim is of course the policy terms. This says under the 'storm section':

"rainfall is extreme if more than an inch falls in an hour".

The weather information used by Ageas and this Service doesn't report in inches; a reasonable conversion I think for an inch is about 25mm. The weather data this Service has seen shows the maximum rainfall to be lower than this amount, at about 10mm per hour. So on the face of it, this wouldn't meet the policy definition.

However, Ageas has to be fair and reasonable in its application of its policy terms. In this scenario, whilst the maximum hourly rainfall didn't meet the 25mm threshold, it's clear that a significant amount of rain fell during the 24-hour period of the claim. The various weather reports suggest nearly 39mm of rain fell within 24 hours. This Service would generally consider rainfall of this magnitude to be a rainstorm. In making this finding I've considered

that information from one of the weather reports we use has considered the day in question to be a 'wet storm'.

So as I'm satisfied that the weather conditions can be considered as 'storm' for when Mr and Mrs G made their claim, it follows that they have met their obligation to show they've suffered damage which – on the face of it – is covered by their insurance policy. So Ageas will now need to consider a claim for storm damage, in line with its usual policy terms.

Ageas says this isn't consistent with other rulings of this Service, and under FCA principles of treating customers fairly, it would be unjustified to accept this claim, when it would have declined other customers under its policy terms.

How Ageas seeks to interpret and apply its policy terms is up to it. But this Service doesn't just look at policy terms. We look at all of the circumstances of the complaint to see if Ageas has acted fairly and reasonably in relying on those policy terms. And this instance, I find it hasn't. Whilst it looked at the hourly rainfall, it hasn't considered the total rainfall that fell in the period that the claim was made. Nor has it considered that some, at least, of the weather stations do consider the rainfall to have constituted a 'wet storm'.

I think Ageas has caused Mr and Mrs G unnecessary inconvenience and upset in declining the claim without considering it. So I think it should pay £100 as an apology for the unnecessary inconvenience caused.

My final decision

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

- Consider Mr and Mrs G's claim for storm damage in line with its usual policy terms
- Pay Mr and Mrs G £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 27 September 2024.

Michelle Henderson
Ombudsman