

## The complaint

Mr and Mrs S complain about the decision by Ageas Insurance Limited ('Ageas') to decline their home insurance (buildings) claim for storm damage.

## What happened

The background to this complaint is well known to Mr and Mrs S and Ageas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

In December 2023, Mr and Mrs S made a claim under their home insurance policy. Ageas declined it - as they said weather data didn't support that the policy definition of storm conditions had been met.

Mr and Mrs S complained to Ageas and as they remained unhappy with the response from Ageas, they referred their complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute has remained unresolved, it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

When considering this complaint, I'll be following our Service's well established approach to storm damage claims. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

*Did storm conditions occur on or around the date the damage is said to have happened?*

When declining this claim, Ageas argued that the policy definition threshold (winds greater than 55mph) for storm conditions wasn't reached. I've considered the approach our Service takes to these types of complaints, alongside our fair and reasonable remit and all of the relevant weather data available.

On balance, I'm satisfied that storm conditions (wind) occurred in the lead up to the damage being claimed for here. However, the wind conditions were at the lower end of what we'd consider to be storm conditions.

I note Mr S argued the wind conditions were greater, but I've considered the weather data in the round and it stands to reason - that generally, a weather station closer to his property is more likely than not going to give a more accurate indication of the weather conditions than one further away. That said, considering the region as a whole can give an overview of the weather conditions on a particular date.

Similarly, I've kept in mind the location of Mr and Mrs S' property, but to be persuaded that their property experienced localised, much higher wind speeds than the weather data suggests, I'd need to see strong supporting evidence – and nothing sufficiently persuasive has been provided that undermines the rest of the available evidence, including the weather data.

*Is the damage claimed for consistent with what we generally see as storm damage?*

To answer this question I've considered Mr and Mrs S' photos of the damage alongside the reported wind gusts. I've also considered the Beaufort Wind scale and the typical damage that associated wind speeds might cause: <https://www.rmets.org/metmatters/beaufort-wind-scale>

Mr S has referred to conditions at his property when roof repairers came to carry out the repair. But I'm only considering the lead up to the damage being caused.

On balance, I find the answer to this question is 'no' – as I'm not persuaded that the extent of the damage here is typical of the type of damage generally caused by the wind levels reported. Mr and Mrs S were invited to submit any further evidence that the damage caused wasn't related to the underlying condition of their roof or other factors - but nothing further has been provided.

I've then considered if any other part of the policy ought to have responded to this claim. But I find the answer to this question is 'no' - as Mr and Mrs S didn't have buildings accidental damage cover.

### *Summary*

I find that although Ageas didn't go on to consider that there were storm conditions around the time the damage occurred, for the reasons I've explained above, I find they can fairly and reasonably decline this claim in line with the policy terms as the damage being claimed for isn't typical of the damage that might be expected following the wind conditions reported here.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 14 January 2025.

Daniel O'Shea  
**Ombudsman**