

## **The complaint**

Mr and Mrs E complain Ageas Insurance Limited have unfairly declined their contents insurance claim.

All references to Ageas also include its appointed agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them again full here. This is a summary of the events that led to the complaint.

- Mr and Mrs E have a wooden ceiling in their home.
- Mrs E was attempting to touch up some blemishes in the finish of the wood with some old varnish. She said she became dizzy when looking up at the ceiling and the tin of varnish fell from the ladder, causing staining to their sofas and floor.
- Mrs E attempted to clean the staining but was unsuccessful.
- Ageas initially validated Mr and Mrs E's claim, but on further examination of photos referred the matter to a Forensic Scientist. Ageas has declined the claim as it says it has been unable to validate the incident happened in the way Mr and Mrs E described.

Our investigator didn't recommend Mr and Mrs E's complaint be upheld. She said Ageas were entitled to rely on the opinions of experts and had acted fairly in assessing Mr and Mrs E's claim.

Mr and Mrs E disagreed and provided further evidence to support their claim. They asked for an ombudsman to review the matter.

The complaint then passed to me.

## **My provisional decision**

I issued a provisional decision on 2 December. In my provisional findings, I said:

*"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 intend to uphold this complaint. I'll explain why.*

- *Having reviewed Mr and Mrs E's testimony, I find it to be plausible and consistent throughout.*
- *I can see the initial assessment from Ageas was the damage and circumstances in which it occurred, were consistent with Mr and Mrs E's testimony.*
- *I've not seen anything to identify why Ageas then believed the claim to be exaggerated or fraudulent and to proceed to obtain an opinion from a Forensic Scientist.*

- *I've considered the opinion of the Forensic Scientist, and I can see from the photos provided there does appear to be staining, which appears to be of a dripping nature, going in a different direction to the rest of the general damaged area.*
- *But its plausible this could be explained as Mr and Mrs E have said, by attempting to clean the damage, and the nature of picking up a tin of varnish that had spilled. So, I'm persuaded the incident has happened in the way Mr and Mrs E have said.*

*So, for these reasons, I uphold this complaint.*

#### *Putting things right*

*Mr and Mrs E have had the damaged carpet and their sofas replaced. Ageas have now lost the opportunity to deal with the claim, so it should therefore proceed to settle the claim at the cost to Mr and Mrs E on production of sufficient evidence – such as receipts. Simple interest of 8% should be added to amount from the date Mr and Mrs E made the payments, to the date Ageas makes settlement.*

*I've also considered the impact this has had on Mr and Mrs E. I can see from their testimony that having what they've said happened questioned, in the way that it was, has been distressing to them and as I've set out above, I've not seen anything that identifies why Ageas proceeded to obtain forensic evidence.*

*So, in the circumstances, I think Ageas should also pay Mr and Mrs E £150 compensation, as this fairly represents the distress and inconvenience they have been caused."*

#### **Responses to my provisional decision**

Mr and Mrs E responded to say they agreed with my findings.

Ageas didn't agree with my provisional findings. It said though it initially failed to identify any potential concerns with the damage, it later did after receiving its agent's initial report. It said it didn't feel there was reasonable explanation for what it felt were separate spillages, going down the two sofas.

#### **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 considered what Ageas has said, but it doesn't change my decision – or my reasoning.

The initial report from Ageas' agent says, from reviewing the photos and information provided, the damage is consistent with the reported cause.

The two sofas in question have staining to the arms in one concentrated area – and I can see from the photos they are situated right against each other.

So, I find it plausible that damage would likely occur to both from the incident and resultant clean up. But I'm not satisfied this is separate staining.

And as I've set out in my provisional findings, I find Mr and Mrs E's testimony plausible, so I'm persuaded the incident has happened in the way they have said.

### **Putting things right**

Mr and Mrs E have had the damaged carpet and their sofas replaced. Ageas have now lost the opportunity to deal with the claim, so it should therefore proceed to settle the claim at the cost to Mr and Mrs E on production of sufficient evidence – such as receipts. Simple interest of 8% should be added to amount from the date Mr and Mrs E made the payments, to the date Ageas makes settlement.

I've also considered the impact this has had on Mr and Mrs E. I can see from their testimony that having what they've said happened questioned, in the way that it was, has been distressing to them.

So, in the circumstances, I think Ageas should also pay Mr and Mrs E £150 compensation as this fairly represents the distress and inconvenience they have been caused.

### **My final decision**

My final decision is that I uphold Mr and Mrs E's complaint.

To put things right, I direct Ageas Insurance Limited to do as I've set out above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs E to accept or reject my decision before 6 January 2023.

Michael Baronti  
**Ombudsman**