

The complaint

Mr M complains that Ageas Insurance Limited (“Ageas”) have unfairly declined an accidental damage claim made under his home insurance policy.

What happened

The background of this complaint is well known to all parties, so I’ve summarised events.

- Mr M holds his home insurance with Ageas. This policy includes cover for accidental damage. He sought to make a claim for accidental damage to his mattress.
- Mr M says he has lain plywood over his slatted bed for many years. He says this has extended the lifespan of his mattresses. Alongside this he flips his mattresses every six months.
- When flipping his mattress, he says it got caught on a screw exposed from the plywood. He says this screw would’ve worked itself loose over many years. And the mattress was damaged as a result.
- Mr M made a claim under his Ageas policy. It considered the claim and declined it, saying the damage was excluded as it had occurred gradually over time and wasn’t a one-off incident. It quoted the policy exclusion which says:

“We do not cover any loss or damage that happens gradually over a period of time, such as rust, corrosion, fading and shrinkage.”

- The complaint was brought to this Service and considered by one of our Investigators who upheld the complaint. She said the onus in this case was on Ageas to show it could fairly apply the exclusion, and here she felt Ageas had established the screw had come loose over time, not that the damage to the mattress had happened gradually. So, she said Ageas should settle the claim.
- Mr M agreed, responding to say Ageas had never seen the damage and relied on the exclusion without inspection. Ageas hasn’t replied.

So, the complaint has been passed to me for an Ombudsman’s 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.

Having done so, I’m upholding this complaint, and largely for the reasons already given by our Investigator. I’ll explain why.

- “*Accidental damage*” isn’t defined within Mr M’s policy. As a result, I would consider the ordinary, everyday meaning of the phrase. So here, I will consider if the damage in question is unforeseen and unintentional.
- It’s not in dispute that Mr M’s mattress was damaged by a screw that had come loose over time. It seems clear to me this was unintentional, and unforeseen. And I’ve been

given nothing from Ageas to suggest otherwise.

- Ageas has sought to rely on a general policy exclusion (listed above). The onus sits with Ageas as the insurer to show the damage was most likely caught by this exclusion. So, I've thought about the evidence and argument Ageas has put forward.
- Ageas hasn't provided this Service with any photos or review of the claim beyond its own commentary following a call with Mr M. It says the screw had come loose over time and as a result the damage was gradual. But I disagree with that reasoning as there were multiple ways this could've happened. I accept Ageas' version of events as a possibility, as is the possibility that the mattress was damaged as an unforeseen and unintentional event immediately after Mr M flipped it. Simply, there are multiple scenarios that could've occurred here that may or may not mean the damage was incurred over time – and it was for Ageas to evidence this given the nature of the exclusion it sought to rely on.
- But without any sort of documentary or expert evidence supporting Ageas' position, nor any arguments or evidence to the contrary of our Investigator's view, I'm left unpersuaded by Ageas' position. And I'm not satisfied it has shown it was most likely that the mattress itself was damaged gradually and wasn't an unintentional, and unforeseen event.
- As a result, I'm satisfied Ageas should settle the claim in line with the remaining policy terms. I understand Ageas' decline would've been disappointing for Mr M, and while I consider Ageas to have made mistakes in handling this claim by not carrying out further investigations, I'm not persuaded to make an award in this instance in light of the more limited impact of the claim.

My final decision

Ageas Insurance Limited must settle Mr M's claim in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 February 2023.

Jack Baldry
Ombudsman