

The complaint

Mrs M complains about Ageas Insurance Limited's (Ageas) decision to partially decline her claim for accidental damage, under her home buildings insurance policy.

What happened

In October 2022 Mrs M contacted Ageas to make a claim when a kitchen cupboard fell off the wall. This caused damage to the worktop, hob, and the floor. Ageas arranged for a surveyor to inspect the damage in November. The surveyor determined the failure of the wall cupboard was poor workmanship from when it was fitted. This caused the fixings to be overloaded. The surveyor thought the claim for the wall cupboard should be declined.

Mrs M employed her own loss adjustor (LA). He disputed the reason given to exclude the wall cupboard from the claim. There were delays in Ageas responding. A complaint was raised in February 2023, and it responded in April.

In its complaint response Ageas acknowledges delays in its claim handler contacting and providing updates to Mrs M's LA. It says its claim handler didn't receive one of its emails, causing a month's delay. It apologised for the inconvenience and distress this caused, and says it's provided feedback on the matter. In its letter Ageas says the claim has been escalated to a management team to be progressed more quickly. For the inconvenience and stress it caused Mrs M it paid her £150.

Ageas sent a second complaint response in September 2023. In this letter it says not all aspects of Mrs M's complaint had been addressed in its first response. It says it has completed a full file review and that its final decision was to reject her complaint. Ageas says its surveyor identified the wall cupboard's failure was because a shelf unit was fixed to it, as opposed to being fixed to the wall. It says this represents poor workmanship and it was only a matter of time before the collapse happened.

Ageas concluded its complaint response to say this means the proximate cause of the damage to the wall cupboard isn't covered under its accidental damage terms.

Mrs M didn't think she'd been treated fairly and referred the matter to our service. Our investigator didn't uphold her complaint. She says the information Mrs M's LA provided doesn't give much detail on how the damage occurred. She says Ageas's view of the incident was more persuasive. Our investigator didn't think it was reasonable for a cupboard's fixings to fail four years after it was installed. She agreed with Ageas that the damage likely resulted from poor workmanship.

Mrs M didn't agree with our investigator and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

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 not upholding this complaint. I'm sorry to disappoint Mrs M but I'll explain why I think my decision is fair.

The report provided by Ageas's surveyor says:

"It is the surveyors considered opinion that the failure of the wall unit is due to an overloading of the wall fixings securing the 1000mm unit to the wall. The shelf unit was fixed to the side of the wall unit rather than fixed to the wall which is poor workmanship also. No policy peril is operation lading [sic] to the failure of the wall unit and as such the claim to replace damaged units is recommended declined in full."

The report goes on to say the impact damage from the falling cupboard falls within the accidental damage cover provided by Mrs M's policy.

I can see that Mrs M's LA disputed Ageas's view on the cause of the cupboard falling. In his email dated 14 April 2023 the LA says:

"The only way the wall unit fell off the brackets would be the gradual unwinding of the claw secured to the bracket, subsequently allowing the unit to slide from the bracket. Opening and closing the doors several times a day over a number of years and the consequent vibration would feasibly result in the gradual unwind. No one thinks to open the bracket shield to test for slackness so it certainly couldn't be put down to poor workmanship."

I've thought about the opposing views on the reason the cupboard fell off its fixings. Mrs M confirms the kitchen was fitted around four and a half years before the incident happened. I wouldn't expect the cupboard fixings to fail after this period of time. I acknowledge what Mrs M's LA says. But the cupboard is designed to be opened and closed. Again, I wouldn't reasonably expect this to cause the fixings to fail after four and a half years. I think Ageas's surveyor's view is persuasive. More specifically that the shelf unit being fixed to the cupboard instead of the wall, resulted in the failure. This overloaded the fixings because the shelf unit hadn't been correctly installed.

Ageas wrote to Mrs M in December 2022 offering her £3,778.35 as a settlement payment. This was based on the costings its surveyor had calculated for the impact damage caused by the wall cupboard falling.

I've read Mrs M's policy terms to understand the cover she had in place. The terms under the heading "Accidental damage to your buildings" say:

"What's covered

...Just to be clear, when we use the term accidental damage, we mean damage that it unexpected and unintended, caused by something sudden and which is not deliberate."

And:

"We won't pay to put right poor workmanship or bad design. This includes any work which didn't meet building control regulations when it was completed."

Ageas's surveyor says the damage caused by the impact of the cupboard on the worktop,

hob and floor is covered under an accidental damage cause. The proximate cause of the damage to the worktop, hob, and floor due to the wall cupboard falling would appear to be due to poor workmanship when it was installed. The policy terms indicate this isn't covered. However, Ageas hasn't declined cover for this part of the claim. So, I won't comment further on this point.

Based on this evidence I don't think Ageas treated Mrs M unfairly when relying on its policy terms to partially decline her claim for the reasons it gave. The business says its cash settlement offer remains the same totalling £3,778.35. I think this is fair. Mrs M did experience some delays with her claim. But I think Ageas did enough to put this right when it paid her £150 compensation. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 24 March 2024.

Mike Waldron
Ombudsman