

The complaint

Mr R is unhappy with Ageas Insurance Limited's handling and settlement of a claim he made for repairs to damaged underground drainage pipes at his property.

What happened

Mr R reported issues with his below ground drainage to Ageas – his home insurance provider. He said this was causing damage to his driveway, porch and some walls of his property.

Ageas appointed drainage specialists and contractors to investigate the claim on its behalf. They confirmed, on Ageas' behalf, that a valid claim existed for blocked or damaged drainage at both the front and rear of Mr R's property.

Ageas instructed its contractor to repair the issues with the drainage. But it declined to cover the damage to the house, driveway and porch. This was because Mr R had previously made several claims for the same issues which had already been declined on the basis of damage having been happening gradually over an extended period of time, and prior to inception of Ageas' policy.

Mr R has complained that the repairs carried out by Ageas were inadequate and haven't resolved the issues. He also wants Ageas to reimburse the costs he's incurred in obtaining his own report, in replacing a window broken by its contractor and he wants it to cover the damage to his driveway, porch and home.

Ageas says its contractor carried out suitable repairs in line with building regulations and that there is evidence Mr R subsequently interfered with the repair. Based on this, it doesn't accept responsibility for further repairs to the drains. And it maintains its position on the damage to Mr R's home, porch and driveway.

Mr R brought his complaint to our service where it was looked at by one of our investigators. She didn't think Mr R's complaint should be upheld. She said Ageas is now unable to inspect or review the quality of its contractor's repairs due to Mr R interfering with the repairs which were completed. So, she didn't think it would be reasonable to expect it to do anything further. She also highlighted there was no evidence to support that the contractor's repairs were inadequate prior to Mr R's interference.

In terms of the damage to the house and porch, she said Ageas had shown the damage had been ongoing for a number of years and that it had previously declined claims for this. She said there was no evidence Mr R had subsequently carried out any repairs to this pre-existing damage, and so it was reasonable for Ageas to decline that same damage under this claim.

And in terms of the driveway, she said this had also been going on for a number of years. She said Ageas had evidenced it was most likely caused by the weight of a caravan that was stored on it for several years. She said Mr R hadn't provided any contradictory evidence and that damage caused by the weight of a caravan wouldn't be covered under Mr R's policy.

Mr R didn't accept our investigator's findings. So, as no agreement had been reached, the complaint was passed to me to decide.

I was minded to reach a different outcome to our investigator, so I issued a provisional decision to give the parties the opportunity to respond, before I reached my final decision. Here's what I said:

"What I've provisionally 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 minded to reach a slightly different outcome to our investigator and to direct Ageas to reimburse the cost of Mr R's broken windowpane. But aside from this, while I appreciate it will come as a disappointment for Mr R, I agree with the outcome reached by our investigator. I'll explain why.

But first, I should explain here that the issues I'm considering as part of this complaint relate to Mr R's claim for the drainage issues which he made in 2021, and the specific complaint points he made which were answered in Ageas' final response letter in February 2023. While part of the relevant background to these issues is the earlier claims made by Mr R for the damage to his home, porch and driveway, I am not reviewing the decisions made on those claims at the time they were made. Rather, I'm only considering whether the evidence suggests that damage to those areas should be covered under the claim which is the subject of this complaint.

House, porch and driveway

Ageas has provided system and claim history notes to show that Mr R has been reporting and seeking to claim for damage to these areas for a number of years. The evidence I've seen suggests that some of this damage was already roughly five years old at the time it was first reported in 2019 which is why the claims were declined. Ageas has also provided expert opinion to support that the driveway damage is likely the result of the weight of a caravan stored on the driveway, rather than any insured event.

Given the historic nature of the damage and the fact I haven't seen any expert evidence to link any of this damage to the drainage issues which are the subject of this claim and complaint, I think Ageas can fairly refuse to cover these issues as part of the claim which is the subject of this complaint.

Rear drainage

It's not disputed that a valid claim existed for a blockage and damage to the drainage at the rear of Mr R's property. Ageas accepted the claim and its contractors carried out the following repair works:

“18.11.2021 - Contractors attended to complete repairs on the displaced joints. Displaced pipework was identified and replaced to restore serviceability to the soakaway. The soakaway itself was found to be in a working condition underneath the conservatory. Due to this, a re-route of the soakway (sic) into the back garden was not required with no further works being needed.”

Mr R has provided a report from his own drainage specialist from July 2022 which shows that two pipes were inspected, and concludes:

*“Flex-seal pushfit icon coupling for 4 inch plastic pipe is not in situ.
Both pipes require cleaning”*

The report confirms blockages to the pipes and issues with a fitting. However, I’m not persuaded from this report that Ageas’ contractor’s repair was inadequate. I say this because I’ve also seen confirmation from Mr R himself in June 2022 that he had interfered with Ageas’ contractor’s repairs.

Mr R says this was because Ageas’ contractor used the incorrect type of fitting. But Ageas’ contractor maintains the fitting type used was in line with the requirements of building regulations, and I’ve seen no expert evidence to contradict this.

Based on everything I’ve seen, I’m not persuaded that the repairs undertaken by Ageas’ contractor were inadequate. And because Mr R subsequently interfered with these repairs, I don’t think it would be fair or reasonable to hold Ageas responsible for the current issues reported with the rear pipes/drainage.

I’ve also thought about Mr R’s request for Ageas to reimburse the cost of his drainage report. But I’d only consider it necessary and fair for Ageas to cover this cost if Mr R’s report had made a difference to the outcome of his complaint – which I don’t think it has in this case. So, I’ll not be directing Ageas to cover this cost.

Broken window

During the remedial works to the rear drainage, a windowpane from Mr R’s conservatory was broken by Ageas’ contractor.

There’s been some dispute over who removed the windowpane from the conservatory in the first place. Mr R says it was the contractor, whereas they say it was Mr R. I’ve seen no persuasive or contemporaneous supporting evidence to back-up either side. Because of this, and how long ago this happened, I’ll never be able to know for certain who removed the window. But ultimately, I don’t think this point is key to deciding a fair and reasonable way forward.

Whether or not it was Mr R who removed the windowpane, it doesn’t appear to be in dispute that it was moved and broken by Ageas’ contractor. And as Ageas’ contractor was working as an agent of Ageas in fulfilling its obligations under a contract of insurance, its actions are Ageas’ actions, as far as the contract of insurance is concerned.

I would expect any contractor carrying out repairs on behalf of an insurer to conduct themselves with due skill and care. And where a contractor is responsible for causing damage to a policyholder’s property, I’d reasonably expect that the contractor would make good that damage or compensate the policyholder. Failing that, I think it’s only fair and reasonable that responsibility for doing so would fall on the insurer – in this case Ageas.

So, unless the responses to this provisional decision change my current thinking, I'm intending to direct Ageas to reimburse the costs Mr R incurred in replacing the broken windowpane. I'm also intending to direct Ageas to pay interest on the amount due to Mr R, from the date he was out of pocket, to the date he is reimbursed, to compensate him for being deprived of the use of that money for other purposes.

Front drainage

Again, it's not disputed that a valid claim existed for issues with this drainage. The drainage was shared with Mr R's neighbour, and so there was some delay in repairs being able to be completed. But eventually, Ageas' contractor carried out the following repairs:

"31-03-2022 - BDS re-attended to complete an isolated dig on the section of pipework of which the camera could not pass. Debris was removed from the line. Further high-pressure water jetting and CCTV investigations were then completed. These found no further faults within the drainage line at the front of the property with rainwater discharging into the soakaway as designed. No further works required."

I haven't seen any expert evidence to support that the above repairs were inadequate or unsuccessful. So, I'm not making any direction against Ageas in relation to the front drainage.

Mr R has also requested reimbursement of storage costs for his caravan. But as the reason his caravan has had to be stored offsite appears to be unrelated to this claim – i.e., because it seems most likely that it was the weight of the caravan causing the issues with his driveway, which predate this claim, I don't think it would be fair or reasonable for Ageas to cover these costs under this current claim."

I asked both sides to provide any further evidence or arguments they wanted me to consider. Ageas responded to confirm it accepted my provisional findings.

Mr R didn't provide a response, and the deadline to do so has now passed, so I'm issuing my 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.

I've also carefully considered the responses to my provisional decision. But as neither side has provided any material new evidence or arguments which would lead me to alter my provisional conclusions, my final decision remains the same as outlined in my provisional decision – and for the same reasons.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr R's complaint in part.

Ageas Insurance Limited must:

- Reimburse the costs Mr R incurred in replacing the broken windowpane
- To the amount due, add 8% simple interest* from the date Mr R was out of pocket to the date he is reimbursed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 4 March 2024.

** If Ageas Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr R how much it's taken off. It should also give Mr R a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.*

Adam Golding
Ombudsman