

## The complaint

Mr W complains that Ageas Insurance Limited unfairly declined a claim on his home insurance.

## What happened

Mr W had a sofa that was covered by his Ageas home insurance. In December 2023, he made a claim on the policy. He said:

- His grandchildren were playing in the front room.
- At one point, his wife caught the grandchildren climbing on the back of the sofa.
- He discovered several large tears in the fabric at the back of the sofa the next day.
- He thinks the grandchildren must have caused the damage while playing.
- The sofa was about nine years old and otherwise in good repair.
- A family friend thought repairs would cost more than the sofa was worth.

Ageas sent a technician to inspect the furniture and assess Mr W's claim. The technician found:

- The sofa was beyond economical repair.
- The cuts in the sofa were "*straight and geometrical, similar to bladed damage*".
- He didn't see how the damage could have been done in the way Mr W described.

Based on its technician's findings, Ageas told Mr W that the damage wasn't covered by his policy and declined the claim. Mr W didn't accept this and complained to this service. He wants Ageas to replace his sofa.

Our investigator recommended that the complaint should be upheld. He didn't think Ageas's reasons for declining the claim were reasonable. He thought it should settle the claim and pay £100 for the inconvenience it caused Mr W by its handling of the claim.

Ageas disagreed, so the case was passed to me to make 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.

Ageas' told us the damage to Mr W's sofa was "*consistent with straight, deliberate cuts in the fabric*". It said:

*"We cannot agree the claim presented to us is the result of sudden, unintentional and unexpected physical damage which [Mr W]'s policy looks to provide cover for and as such, are not satisfied this claim should be covered under their accidental damage cover."*

I disagree.

I've reviewed the photos and understand why the technician thought the damage might have been caused by deliberate cuts. However, having listened to the calls and looked at the photos, I'm satisfied that Mr W's account is credible. Ageas' agent looked at photos of the sofa while on the call with Mr W. As she recognised, there's no structure or support at the back of the sofa. In my opinion, the tears in the fabric could quite reasonably have been caused by a child. It also makes sense to me that the tears are straight, perpendicular cuts, possibly along seam lines. Importantly, Ageas hasn't persuaded me that the damage couldn't have happened as Mr W suspects.

Mr W's policy schedule shows he's covered for accidental damage to home contents. The policy booklet definition of accidental damage is "*sudden, unintentional and unexpected physical breakage caused by an identifiable external means*". I'm satisfied that, on the balance of probabilities, the damage to Mr W's sofa was caused unintentionally by a child and falls under this definition.

On balance, I think it's reasonable to conclude the damage occurred as Mr W suspects. I'm satisfied that this is covered by his policy, and I don't think it was fair or reasonable for Ageas to decline his claim. I think it should settle the claim in line with the remaining policy terms.

Finally, I agree with our investigator that Ageas' handling of the claim caused Mr W inconvenience. I've thought about our awards in similar circumstances and agree that £100 is appropriate in this case.

### **My final decision**

My final decision is that I uphold the complaint and order Ageas Insurance Limited to:

- Settle Mr W's claim in line with the remaining policy terms.
- Pay Mr W £100 to reflect the inconvenience its handling of the claim caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 25 July 2024.

Simon Begley  
**Ombudsman**