

## **The complaint**

Mr B and Mrs A complain that repairs Ageas Insurance Limited (Ageas) previously carried out during a home insurance claim have failed.

## **What happened**

Mr B and Mrs A previously had a home insurance policy with Ageas. They had an escape of water claim in 2014 and repairs were carried out. However, the repairs weren't carried out correctly and further rectification works were required in 2017.

Since 2019, Mr B and Mrs A have been insured with other insurers, rather than Ageas.

When replacing their dishwasher in 2023, Mr B and Mrs A discovered damp and damage behind the dishwasher. They reported this to their current insurer who carried out an inspection. They declined the claim due to poor workmanship and gradual damage, and suggested Mr B and Mrs A approach Ageas as the insurer who carried out the previous works in that area.

Ageas arranged for the company that had been involved in rectification works in 2017 to attend and inspect the issue. They concluded it wasn't a failure in the repairs, and instead was a damp problem caused by an issue with the external ground level that was allowing water to penetrate. They said a more robust damp proofing system would need to be installed to resolve the issue. Ageas declined to do anything further on the basis it wasn't concluded poor workmanship in previous repairs they were responsible for was the cause.

Mr B and Mrs A remained unhappy and approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint in part. She said that she wasn't fully persuaded that Ageas had carried out an effective repair in 2017. She noted what Ageas' contractor had said, but she also noted that the specific works which were agreed in 2017 hadn't been completed at the time. She also noted that the contractor said that a more robust damp proof system should be installed, which the investigator thought further indicated the repairs in 2017 might not have been sufficient.

The investigator said that Ageas' contractor was qualified to give an opinion, but as they were commenting on repairs that they were involved in from 2017, their review wasn't independent. And in contrast to what they said, the surveyor from Mr B and Mrs A's current insurer said that the damage would have been occurring over time, and due to poor workmanship and failed repairs.

As there were conflicting views on the cause, the investigator thought the fairest way to move things forward would be for Ageas to arrange and cover the cost of a suitably qualified independent expert to provide a report on the cause of damage. The investigator recommended Ageas put forward three different independent experts, and for Mr B and Mrs A to pick one to produce a cause of damage report. She also said that it would likely be helpful for that expert to be made aware of the previous claims and repairs history.

The investigator said that as it would be an independent report, once completed, it should be shared with both parties. And if the conclusion was that it was caused by the ground level issue, or a new problem rather than failed repairs, Mr B and Mrs A may want to pursue that with their current insurer.

Ageas didn't agree so the case was passed to me for 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.

Having done so, I've reached the same outcome as our investigator.

I don't intend on commenting on every event or action that occurred during the history of the claim and repairs. Instead, I'll focus on what I think is key when reaching a final decision on what I consider is fair and reasonable in all the circumstances of the case. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service and my role in it. But I'd like to reassure both parties that I've considered all the information they've provided when reaching my final decision.

A claim was made in 2014 by Mr B and Mrs A for an escape of water which caused damage to their kitchen and bathroom. The property was dried, and repairs were carried out. However, following repairs the damp returned. The original contractor who carried out the works, who I'll refer to as company A, were unable to establish why the damp had reappeared. As a result, Ageas appointed a different company, who I'll refer to as company B, to investigate things.

Ultimately, following investigation, company B concluded company A had carried out poor works, which had caused the return of the damp in a short period. This concurred with a report from a damp specialist that Mr B and Mrs A had themselves obtained. Mr B and Mrs A's report recommended certain works to put things right. Company B said they agreed with the findings which included stripping the wall plaster and the injection of a damp proof course. Repairs were then carried out.

In 2023, when replacing their dishwasher, Mr B and Mrs A discovered there was damp and damage in the same area which was subject to the escape of water claim and previous repairs. They subsequently made a claim to their current insurer. However, the current insurer declined the claim on the basis of poor workmanship, failed repairs and gradual damage, and suggested Mr B and Mrs A contact Ageas as they were responsible for the previous works which had been carried out.

Ageas arranged for company B (involved in 2017) to carry out an inspection, and they concluded the issue was being caused by damp due to the external ground level, rather than the failure of any repairs that had been carried out. So, Ageas didn't accept poor workmanship had led to the damage or that they were responsible for putting things right.

We aren't experts in construction of properties or methods of repair, instead we'd generally rely on the evidence presented by both parties including the findings of experts. And where there is conflicting information or expert opinions, we'd generally decide which is more persuasive and on balance what is most likely to have occurred. But there are some occasions where it isn't possible as both experts are equally persuasive, or there isn't sufficient evidence to reach a decision one way or another on balance.

Here, the new insurer is saying poor workmanship caused or contributed to the damp issue. By contrast, company B says there isn't poor workmanship, and instead it's a separate damp issue. I find neither opinion more persuasive than the other, based on all the information I've seen, as there simply isn't sufficient evidence for me to conclude on balance either way. I'll explain why:

- Poor workmanship and works failed between 2014 and 2017 and needed putting right during this time, so there is history of poor works, and failed repairs which *might have* occurred again
- It has been six years since those works, and you'd normally expect poor workmanship to become evident sooner. However, it wasn't until Mr B and Mrs A removed their dishwasher that it was discovered, and it would have been hidden prior to this. So, at what point it occurred is unclear, so it could be poor workmanship that's only just been discovered, or other/new issues
- The current insurer says its longstanding and ongoing, by contrast company B says based on the level of dampness recorded, its seasonal and occurs during wet seasons only
- The works Mr B and Mrs A's expert from 2017 recommended, and company B agreed with at the time, weren't actually carried out – company B says they applied a liquid damp proof membrane to the floor, but it was recommended and agreed in their 2017 report that the wall plaster should be removed and also be injected with a chemical damp proof course
- Company B concluded that it would recommend a more robust damp proof system be installed – potentially suggesting that the previous repairs weren't sufficient to create a *lasting and effective* repair in that area
- Company B make plausible arguments that the water is entering externally due to an issue with the ground level, rather than due to poor works
- But company B are commenting on previous rectification works they were involved in, rather than in a fully independent capacity

I'm not necessarily persuaded the evidence fully supports a lasting and effective repair was carried out and this isn't the cause. But equally, I'm not persuaded I can conclude on balance that it is most likely failed or poor repairs either, as they could have caused it, be contributing to it, or not at all and its due to another reason. So, it wouldn't be fair or reasonable for me to either decide that Ageas needs to carry out works, or that they aren't responsible and don't need to do anything, as there simply isn't enough evidence to persuade me either way, even on balance.

In these circumstances, I agree with what our investigator recommended as a fair and reasonable way to move things forward given the conflicting limited evidence. That is, given the claim history and failing in previous works, the difference in rectification works actually completed, and the new insurer surveyor conclusions that its ongoing, I think it would be fair and reasonable for Ageas to provide details to Mr B and Mrs A of three suitably qualified independent experts who could carry out a cause of damage report. Mr B and Mrs A would then need to choose which one to proceed with and Ageas would need to arrange and meet the cost of this.

As it's an independent expert producing the cause of damage report, the report should be shared with both parties once completed, and it might also be helpful for the chosen expert to be provided with the previous claim and repair details.

If the expert concludes that either the ground level issue, or a new problem, has caused the damage, rather than poor workmanship, then Mr B and Mrs A may wish to present this to their current insurer to see if this changes anything. Or if the report does conclude that poor

workmanship is the cause of the current issues, then Ageas would need to consider things further at that stage. And ultimately Mr B and Mrs A would be able to refer a new complaint to this service (subject to our usual rules and timescales) if they remained unhappy with Ageas' position once the report had been considered and with any proposals Ageas did or didn't make.

### **My final decision**

It's my final decision that I uphold this complaint in part and direct Ageas Insurance Limited to:

- Provide Mr B and Mrs A with details of three independent suitably qualified experts that are able to produce a cause of damage report
- After Mr B and Mrs A have chosen one of the three experts, to arrange and meet the cost of a cause of damage report
- Consider the content of the completed report and whether Ageas has any responsibility to put anything right

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs A to accept or reject my decision before 3 July 2024.

Callum Milne  
**Ombudsman**