

## **The complaint**

Mr and Mrs H complain that Ageas Insurance Limited ("Ageas") declined a claim for damage to their kitchen, under Mrs H's home buildings insurance policy.

## **What happened**

In January 2024 Mr and Mrs H contacted Ageas to report 'bubbling' on the worktop surfaces in their kitchen. They say they were asked to obtain a report to show the cause of the damage. They obtained a report from a kitchen fitter. Mr and Mrs H say this showed there was water escaping from the plumbing, which had soaked into the kitchen units and worktops. In addition, condensation had built up due to an incomplete vent hole behind the units, adding to the problem. He pointed to poor workmanship as the cause of the damage.

Mr and Mrs H say they only noticed the issue in November 2023 when the bubbling became apparent. But by then significant damage had been caused to their kitchen.

In its final complaint response Ageas says the kitchen fitter's report confirmed that the problems he found had been ongoing for several years. It says damage due to a gradual cause is excluded from cover.

Mr and Mrs H didn't think they'd been treated fairly and referred the matter to our service. Our investigator upheld their complaint. He says there is no exclusion under Ageas's policy terms for poor workmanship. He didn't think Mr and Mrs H should reasonably have been aware of the on-going gradual damage. Because of this he didn't think Ageas had shown it could rely on the policy exclusion it had to decline their claim. He says it should reconsider the claim under the remaining policy terms and pay £150 compensation for the inconvenience it caused.

Ageas didn't accept our investigator's findings and asked for an ombudsman to consider the matter.

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 upholding Mr and Mrs H's complaint. Let me explain.

It's for the policyholder to show that they've incurred an insured loss. If they can then the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

I've read the report provided by Mr and Mrs H's kitchen fitter. This says the laminate worktops are soaked and falling apart. Also, that the underside of the worktop is black with mould. The fitter says the back panels are so wet water can be squeezed out of them. And



the floor has a creak when walked on. The kitchen fitter says the plumbing under the sink is “*done up hand tight*”. This has allowed water to run down the pipework through the hole at the rear of the units. From here he says the water has soaked into the units and up into the worktops.

In his report the kitchen fitter describes condensation build up on the pipes. He says this is due to a lack of lagging and an unfinished vent hole. He says the area should be allowed to dry. When dry, new plaster and pipework should be provided, and a replacement kitchen installed. He says this is because a match for the damaged sections is unlikely to be found.

The kitchen fitter sent a letter in response to RSA’s decline decision. In this he says there are no normal signs of a leak e.g. a pool of water at the base of the unit. This is because the water tracked along the waste pipe. The pipe is touching the unit at the rear and has soaked into the panel rather than dripping onto the base unit. The kitchen fitter says Mr and Mrs H wouldn’t have known about this until the damp appeared and the worktop began to bubble.

Ageas’s policy booklet refers to “*water leakage*” as an insured cause. The terms say:

*“What is insured – Water leakage – Water leaking from...any fixed domestic water or drainage installation..”*

I think Mr and Mrs H have shown that they suffered a loss due to water leaking from a waste pipe. The kitchen fitter confirms this is the main source of the water damage.

I’ve thought about whether it was fair for the business to rely on the exclusion it has to decline Mr and Mrs H’s claim. But I don’t think it was.

Ageas’s policy terms say:

*“What is not insured – Damage by any gradual cause”.*

I think it’s clear that this damage did occur gradually. The kitchen fitter confirmed it had likely occurred over several years. However, the approach our service takes is to consider whether Mr and Mrs H should’ve been aware of the damage occurring. If they weren’t aware of a problem they couldn’t have done anything to stop the damage or alert Ageas earlier than they did. For the reasons I’ve set out I don’t think Mr and Mrs H were reasonably aware of an issue until the worktop damage became apparent. In these circumstances I don’t think it’s fair for Ageas to rely on its gradual cause exclusion to decline the claim.

In its submissions to our service Ageas says this claim was presented as an accidental damage claim. It says this carries the following exclusion:

*“Accidental damage extension – What is not insured – Damage caused by...atmospheric conditions (such as dampness or dryness).”*

I asked Ageas why it applied an accidental cause, when the majority of the damage was thought to be due to a leak from the plumbing in the kitchen. This appears to be covered under “*water leakage*” under the standard buildings cover. Ageas responded to say when the claim was first registered no water leakage had been identified. In the absence of any other applicable cause, it classified the claim as accidental damage. It says it can amend the classification, but this won’t result in a different outcome. Should a water leakage/escape of water cause apply, Ageas says its gradual cause exclusion means cover isn’t provided. It reiterates the ‘atmospheric conditions’ exclusion should an accidental damage cause be applied.



I've thought about Ageas's comments that Mr and Mrs H were aware of a problem in November 2023 but didn't make a claim until January 2024 allowing the damage to worsen. I accept the claim could've been reported earlier. However, I think the kitchen fitter's report, and photos, support the damage having developed over several years. I think it's reasonable to accept the damage had already occurred by November 2023.

I've looked at the photos of the kitchen. It's not immediately apparent that there's a problem. However, on closer inspection there is mould build up on the underside of the worktops. I'm not sure Mr and Mrs H would reasonably be expected to see this. Particularly without knowing there was a problem and investigating further. I think what they say about the bubbling being the first they knew of an issue makes sense. Until this happened I don't think they had cause to examine the underside of the worktops. Similarly, the issue with the unfinished vent in the wall, and the condensation this caused, isn't something they would've reasonably known about. This wasn't observed until after the worktop bubbling resulted in further investigation.

Having considered all of this I don't think Ageas can reasonably rely on the exclusions it has to decline Mrs H's claim. This includes both the atmospheric conditions and gradual cause exclusions. In both cases I don't think Mrs H will have been aware of the damage until the worktop bubbling developed. To put this right, it should reconsider Mrs H's claim under its remaining terms and conditions without reliance on these exclusions.

I've thought about the impact all of this has had on Mrs H. It's clearly been an inconvenience and a worry to have her claim declined. This has meant she's been unable to carry out the repairs to her kitchen. That said the kitchen remained in a functional state albeit requiring repairs. In these circumstances I agree with our investigator that it's fair for Ageas to pay her £150 compensation.

### **My final decision**

My final decision is that I uphold this complaint. Ageas Insurance Limited should:

- reconsider Mrs H's claim under its remaining terms and conditions; and
- pay Mrs H £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 30 December 2024.

Mike Waldron  
**Ombudsman**