

## **The complaint**

Ms K is unhappy with how Ageas Insurance Limited dealt with a claim on her contents insurance policy.

Ms K has been represented in part by her partner. For clarity, I'll refer only to Ms K.

## **What happened**

Ms K held a contents insurance policy underwritten by Ageas.

In June 2023, Ms K says she knocked over a tin of paint on her landing which caused paint to spill down her stairs. She tried to clean up but her carpet was badly damaged. So, she went on to make a claim to Ageas.

Ageas appointed an agent to visit Ms K's home and inspect the damage and to form an opinion on the validity of the claim. The agent thought the claim was inconsistent with Ms K's version of events. Ageas then obtained a report from a forensic analyst. The analyst reached broadly the same conclusions. So, Ageas declined the claim on the basis that it may have been falsified. Ageas gave Ms K some time to provide further evidence.

Ms K responded and complained. She was unhappy with the outcome Ageas had reached and she gave more information about what happened. She was also unhappy with how long Ageas had taken to deal with the claim and how it had kept her in the dark.

Ageas said it wouldn't usually tell a customer about any concerns about a claim until it has completed its investigations. It said it would then inform the customer and give them a chance to provide more information. Ageas thought it had done so here. It didn't change its stance on the claim, but it agreed that it had taken too long to reach an outcome. It apologised and said it would pay Ms K £200 for this.

Ms K sent further explanations to Ageas and Ageas passed the comments to its forensic analyst. The analyst didn't change their opinion, and neither did Ageas.

Ms K didn't think this was fair, so she referred the matter to the Financial Ombudsman.

When Ageas provided its file to us, it offered to pay Ms K a further £300 for the way it had handled the claim, but it maintained that it was fair to decline the claim. Our investigator put this offer to Ms K and she rejected it. She said her claim was not staged or exaggerated. I considered the complaint and issued a provisional decision. In it, I said:

*"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 intend to uphold the complaint only to the extent of telling Ageas to pay the compensation it has offered. I do not intend to tell Ageas to pay the claim.*

*I understand this will be deeply disappointing for Ms K and I'm sorry about that. I also recognise that this will come as a shock after our investigator reached a different outcome.*

*I've set out my reasoning below. I've focussed my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.*

*Insurers like Ageas have to deal with claims promptly and fairly, and they mustn't unreasonably decline a claim. So, I've considered whether Ageas dealt with the claim in line with Ms K's policy terms and whether it treated her fairly in doing so.*

*Ageas believes that Ms K's claim, or elements of it, may have been false or exaggerated. It has declined the claim on the basis that it hasn't been able to confirm that the loss happened in the way Ms K has described. I should explain that it isn't unreasonable for an insurer to decline a claim on this basis. But we would expect the insurer to show that it has fairly reached that conclusion in light of the available evidence – and usually after seeking expert advice.*

*Ms K has explained in detail how she says the accident happened. She says she accidentally knocked over a new tin of paint, which fell onto her landing and caused the lid to come off, and paint to spill and project down the stairs. She did her best to clean this up, but it was chaotic and messy. She used her hands and cardboard to try to scrape up as much paint as she could, so as little as possible would go to waste. She says her efforts caused a good deal of smudging and further mess.*

*She says this explains the patterns of paint left on the landing and the stairs, which are visible in the photos provided. I've only summarised Ms K's version of events here, but I'd like to reassure her that I've read everything she's said about how the spill happened and what she did afterwards.*

*I've also read the report that Ageas commissioned from an engineer who visited Ms K's home. Having inspected the scene, their report found as follows:*

*"On inspection the paint spill is not consistent with a tin falling and the paint subsequently going down the stairs, the drip is too large from top landing to top tread with inconsistent pattern thereafter."*

*"If the loss occurred as claimed, there would be more of a streak paint spill with a full tin spill, also the spots in the inside hall are not consistent with reason given and are not linked the [sic] primary loss."*

*"The engineer is unable to agree the extent of damages as being considered consistent – as a result the engineer cannot agree the validity of the claim and can therefore only speculate as to possible causation, the engineer has advised what may/ could have be an [sic] valid originals pill [sic] but has since been bolstered with high risk triggers of staging."*

*Their report concluded:*

*"At this time [the firm] are unable to offer support regarding the validity of loss and are unable to ensure Ageas hold any insurable interest in the claim".*

*The report also said that Ageas ought to obtain a forensic spill analysis, which Ageas did.*

*I've read the report that Ageas obtained, produced by a forensic analyst, who examined the spill pattern of the scene based on the available photos. The analyst was of the opinion that*

*the paint looked as though it had fallen in one direction down the stairs, then changed direction part-way down, and then returned to the original direction, which they thought was impossible. They also noted that the spill appeared to have missed steps, for which they saw no plausible reason.*

*The forensic report found:*

*“From the stains that can be seen there are multiple stains that are separated, with the incident described it is expected that there would be a singular stream of paint due to the Insured stating that the paint tin fell at the top of the stairs and remained there as well as the lid so there is no reason the paint should skip stairs or areas if the paint originated from one fixed area.*

*...*

*“The concerns in relation to the damage sustained and as to whether it is consistent with the version of events put forward in full have unfortunately been unable to be verified due to some of the areas of damage simply not being possible.*

*When looking more closely to the different areas of damage and comparing them it is clear to see that the stains made were not made from 1 singular event due to the different patterns and different spreads made.*

*We are still confused as to why and how the incident would have happened but essentially the location and the pattern of the damage is inconsistent with the version of events as a whole with some areas of damage appearing to be impossible.*

*Currently, at this juncture, we cannot provide a professional recommendation of settlement due to the fact that we cannot rule out that the incident has been exaggerated or even staged to obtain benefit from the policy.”*

*Ms K gave detailed explanations to Ageas in response to its claim decline and final response letters. She focused on how the loss happened and why she thought the paint looked the way it did. In summary, she said the patterns of paint were due to the chaotic cleaning that followed the spill, the fact the paint exploded out of the tin when the lid came off, and the spill having occurred in the high-traffic area of the stairs. She also provided photos suggesting the paint spilled down the stairs in a linear way and didn't change direction.*

*Ageas sent Ms K's responses to the forensic analyst for further consideration. The analyst responded as follows:*

*“But just reviewing the damage and the incident details, as I have stated in my review as the paint was coming from a single fixed point [Ms K's] response does try to use the excuse of cleaning to justify the pattern seen however while I agree that cleaning has effected [sic] the fine details of the pattern the general flow of the paint has not been altered. It is impossible for paint to jump and miss a step it is also impossible for paint to take a right turn as well as continue down the stairs again.*

*...*

*While they have added more detail in the event the damage seen and the damage pattern shown below is simply not possible to happen in a singular event as described.*

*...*

*Overall I would state that the response does not alter or effect [sic] my original evaluation which is the same as the last response the Insured sent”*

*I appreciate Ms K has raised concerns about the professional experience of the forensic analyst. But I have no reason to doubt their qualifications. And their report provides what I consider to be clear explanations in support of its conclusions. The analyst’s findings are also in line with the opinion of the engineer who visited the scene. Further, I can see the engineer’s firm told Ageas that the engineer holds more than 25 years’ experience in the flooring industry.*

*Importantly, I haven’t been provided with any evidence from a similarly qualified expert to offer a persuasive, alternative viewpoint. So, I don’t think it would be fair for me to say that Ageas ought to have dismissed its experts’ advice.*

*I think Ageas treated Ms K fairly by referring her comments to the analyst for their consideration. This included Ms K’s testimony about the clean-up and any effects this might have had on the scene. But the analyst provided the same advice as they’d given before, which matched the advice given by the engineer. This being that the loss was unlikely, or even impossible, to have occurred in the way Ms K described, based on the available evidence. As Ageas had received consistent advice from its experts, I think it’s reasonable that Ageas thought it couldn’t validate the claim – and therefore had to decline it.*

*Ms K has provided evidence of her household’s financial situation to suggest that she had no motive to mislead Ageas. I’ve considered this. But it hasn’t changed my view that Ageas was entitled to follow the advice of its experts, who reached a unanimous opinion.*

*So, I don’t intend to interfere with Ageas’s decision to decline the claim.*

*Regarding the handling of the claim, it’s clear to me that Ageas dealt with it poorly. Ageas has accepted this. I’ve reviewed the timeline of events, the correspondence Ageas sent to Ms K, and the large volume of emails Ms K sent to Ageas to try to find out what was going on. Ageas took around five months to provide an answer despite Ms K’s chasing. I can see Ms K was deeply frustrated and worried by this.*

*Ageas has apologised and offered a total of £500 compensation to put things right. I’ve thought about this along with the impact caused to Ms K because of the delays. I’m satisfied that £500 is a reasonable amount of compensation in the circumstances. It’s also in line with our published guidance on compensation awards – and therefore in line with what I would have awarded. So, I intend to tell Ageas to pay this to Ms K if it hasn’t already done so. To that extent, I uphold the complaint.*

*Once again, I’m sorry to give unwelcome news to Ms K. I want to reassure her that I’ve carefully read everything she’s provided. But I can’t agree that Ageas should have accepted her claim in light of the available evidence.”*

## **Responses**

Ageas said it had nothing to add.

Ms K said she didn’t agree with my provisional decision. She said she’d been failed by “experts” who didn’t review the scene and didn’t ask for her side of the story. She felt this was a question of character and judgement. She also referenced a similar decision in which

we upheld the complaint. She asked why her case was different, and where in her policy it states that Ageas can decline a claim if it can't prove whether she did or didn't do something.

Ms K also questioned the quality of the forensic report, the qualifications and professional history of its author, and the independence of the firm that produced it. She provided photos to show the paint spill now, and she gave more detailed explanations of her recollections and her responses to Ageas's reports. She didn't think Ageas had fully considered how difficult it was to try to clean up the paint and how much this contaminated the scene. She also noted that Ageas appeared to include carpet in another room in her claim, but Ms K provided her first call with Ageas to show that this was not the case.

Ms K said she had done her best to show that her claim is genuine. She said she's discredited Ageas's reports. And she asked me to reinstate the outcome our investigator had reached.

Now that both parties have responded, I think it's appropriate to issue 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'd first like to reassure Ms K that I've carefully read her responses. I've only summarised them here and I mean no discourtesy by this.

I've read the decision that Ms K has referenced. But each case we consider is determined on its own merits. There are also key differences in that case, like the circumstances of the loss, the extent of the damage, and the consistency of the insurer's reports.

I have to consider the individual circumstances of Ms K's complaint. Having done so, what I think is the crux of the matter is that Ageas commissioned two reports into the validity of the claim. And both reports reached the same conclusion: that the evidence was not consistent with Ms K's version of events.

I've considered Ms K's explanations, but I still find the reports persuasive. They raise what I think are legitimate issues, like the paint spill seeming to change direction and seeming to miss a step. These are still visible in the recent photos. I know Ms K disputes these observations. She attributes the appearance of a change in direction to her cleaning efforts. And she attributes the missed step to how the paint fell as it came out of the tin. But Ageas put these arguments to its forensic analyst and the analyst wasn't persuaded by them. I don't think that was unreasonable considering all the evidence I've seen.

I appreciate why Ms K is concerned about the author of the forensic report. Her complaint turns in part on the author's findings, so Ms K understandably would like to feel reassured that the author is qualified. I asked Ageas about this, and it shared the author's job title, job description, previous work history and qualifications.

I can't share this with Ms K as I'm sure she'll appreciate. But I do think the author was qualified to assess the available evidence and make a judgement on the validity of the claim – which is a judgement they were employed to make. Crucially, the author provided what I still see as reasonable explanations for their conclusion. And their report reached the same conclusion as Ageas's loss adjuster who viewed the scene.

Ms K feels the loss adjuster's opinion was prejudiced by Ageas when its job instruction mentioned a concern about staging. But it isn't unusual for an insurer to inform an agent of

any initial concerns. I don't think it's likely that this made a difference to the adjuster's findings.

Regarding the impartiality of the firm that produced the forensic report, it's standard industry practice for insurers to commission reports from firms with relevant expertise, and with which they'll have a range of commercial relationships. I don't find this unusual or unfair in this case, and Ms K was free to obtain her own report if she wanted to.

Overall, I find the conclusions of Ageas's reports persuasive and I haven't been provided with any contradictory reports to challenge them. So, I find that Ageas was entitled to rely on them. I don't think it would be fair and reasonable to tell Ageas to pay this claim. So, I won't be doing so on this occasion.

Ms K hasn't said that she disagrees with the amount of compensation I intended to award for Ageas's poor handling of the claim. So, my decision on compensation remains the same.

I've reviewed the complaint again and my view on it has not changed. My provisional findings, along with those here, are now the findings of this, my final decision.

### **Putting things right**

To resolve this complaint, Ageas must pay Ms K £500 of compensation in total, to be reduced by any amount it has already paid.

### **My final decision**

For the reasons I've given, I uphold Ms K's complaint about Ageas Insurance Limited to the extent that I direct it to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 25 November 2024.

Chris Woolaway  
**Ombudsman**