

## **The complaint**

Mr and Mrs S complain Ageas Insurance Limited unfairly declined their home insurance claim.

Reference to Ageas includes its agents. Mr and Mrs S are both complainants, but as Mr S has been the main correspondent, and for ease of reading, I've referred to just him.

## **What happened**

A waste pipe at Mr S' property was blocked, causing water to back up and escape from a toilet. Mr S arranged for a contractor (P) to deal with the problem. Unfortunately, P was unable to clear the blockage. It found the blockage to be 8.5 m down the pipework, most likely from a damaged or collapsed drain. It said as all manholes had been buried, when building an extension, under the property's kitchen flooring, it was unable to work from a manhole to solve the problem. P concluded that to investigate further and repair it would need to break up and reinstate the kitchen floor. P recommended, as the work would be a substantial job, that Mr S contact his home insurer.

Mr S claimed against his Ageas home insurance policy. Ageas sent agents to inspect the problem. It considered a claim under Mr S's cover for accidental damage (AD) to underground services.

Despite various investigations Ageas considered the cause of the problem couldn't be verified, as the area of pipework couldn't be accessed without the considerable expense, disruption and possible danger of lifting the flooring. There was concern a structural pillar may be damaged in the process. There was also the possibility that 200sq metres of marble flooring may need to be replaced, if matching replacement for damaged tiles couldn't be sourced. Ageas' agent discussed with Mr S, a possible lower cost and impact solution - diverting the drainage system to bypass the defective drain.

Around that point Ageas explained it wouldn't be settling the claim. It explained there was no confirmed cause of damage, as the manhole cover, that should have been accessible was covered by flooring. It felt, due to the location of the blockage, it was unlikely to be AD, but more likely a general blockage or wear and tear. It didn't agree to fund the diversion of the drainage system or to lift the flooring.

Unsatisfied with Ageas' position Mr S complained. He said he believed the problem to be covered by his policy's trace and access (T&A) cover. He was happy for Ageas to fund the diversion, but would also agree to it lifting the kitchen floor. Ageas apologised for some poor communication, but it didn't agree to cover the claim. It said if Mr S could provide further evidence to confirm the cause of damage it would review his claim.

Mr S referred his complaint to the Financial Ombudsman Service. He said Ageas had unreasonably refused the claim, explaining the blockage had affected his family's life for nearly a year. He had funded the pipe diversion, around £6-7,000, and asked that Ageas reimburse him.

Ageas then offered Mr S £75 compensation to resolve the complaint. As that was rejected by Mr S, our Investigator considered the matter. She said Ageas hadn't done enough to ascertain the cause of the blockage, or damage. She found as a leak, from the toilet, had resulted in damage to Mr S' property his policy's escape of water cover came into play. She said the T&A benefit, within that cover, provided for finding and sourcing a leak - regardless of the cost involved. She noted the T&A term allowed Ageas the option of taking more cost-effective approaches - with it giving a relevant example of installing new pipework rather than knocking holes in flooring.

The Investigator said as Ageas had failed find the leak under the T&A benefit, it had prejudiced Mr S' ability to investigate and demonstrate the cause of damage. So she considered it was unfair for Ageas to say he hadn't done enough to show the cause of damage. She concluded, as a result, Ageas should meet the costs of diverting the pipework - that being the cheaper of the options under the T&A benefit. She also recommended it pay £200 compensation for avoidable delay.

Ageas said T&A doesn't apply. It explained that benefit covers costs of finding a leak. It said the leak is the toilet, so no T&A is required to find it. It said Mr S could make an escape of water claim for any items damaged by water from the toilet. It added he had yet to demonstrate there was structural damage to the drain, so there's no cover under the AD to underground services term. As Ageas didn't accept that outcome the complaint was passed to me to decide.

I issued a provisional decision. In it I explained why I didn't intend to require Ageas to reimburse the cost of diverting the pipework or to do anything differently. As its reasoning forms part of this final decision, I've copied it in below. I also invited Mr S and Ageas to provide any further evidence or comments they would like to consider.

### ***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.*

*As this is an informal service I'm not going to respond here to every point or piece of evidence Mr S and Ageas have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted. Having done so, I don't intend to require Ageas to reimburse the cost of diverting the pipe work.*

*I have to consider not only what is fair for Mr S, but also what's fair for Ageas. With that in mind I find it was Mr S' decision, to build over the manhole, that was responsible for his and Ageas' inability to understand or demonstrate the cause of the blockage. That manhole was presumably installed to allow access in situations like this one. I note P recommended he leave some form of access, in case of future problems.*

*That decision, making as it did the manhole inaccessible, is also cause of the binary choice for resolution between a very high-cost, intrusive exposing of the manhole and a still costly diversion of the pipework. If the manhole hadn't been built over or access had been maintained, it seems likely they wouldn't have been the only options available. Instead access to the manhole and pipework would have allowed the opportunity to try a lower cost investigation and potentially repair of the pipework.*

*If Mr S had moved into the property with the extension built and manhole cover already sealed, I might reach a different conclusion. But, based on the available information, including planning records and his knowledge of the build, it seems he built the extension.*

*Ultimately, Mr S took a risk by welding shut and installing flooring over the manhole. That was his decision, and unfortunately there's been consequences, but I don't feel it's fair that Ageas should be expected to deal with them or pay out significant costs in relation to them.*

*The T&A term does say Ageas will 'pay to find the leak', so perhaps technically the benefit doesn't apply in the circumstances. In any event, Ageas has highlighted that whilst the T&A benefit covers the cost of finding a leak, that's something that's already found and accessed - the toilet itself.*

*I might find, in some circumstances, a fair and reasonable application of the benefit would be for Ageas to pay to 'find the cause of the leak'. In this case that would involve high-cost work to reveal the manhole etc. However, I can't say that would be a fair outcome here, where Mr S' decision to build over the manhole is responsible for that need for extensive work and significant expense.*

*So I intend to find Ageas' decision not to pay for access, under T&A, to the manhole or pipework to be fair and reasonable. I also intend to decide its decision not to cover the diversion costs to be fair. Again, it's debatable whether the T&A term is met, in the circumstances, and it seems unlikely the diversion would have been required if Mr S hadn't built over the manhole.*

*I intend to find Ageas' decision not to cover any repair or work under the AD to underground services cover to be fair and reasonable. Ultimately, it's for the policyholder to show their loss is one caused by an insured peril - in this case that any damage to the pipe was accidental. I don't think that's happened here.*

*P found the cause likely to be a blocked or collapsed drain, although he didn't suggest a reason for that blockage or collapse. Ageas consider it unlikely to be AD because of the lack of external factors, such as nearby trees. There isn't any CCTV footage to demonstrate the cause. Overall, I find Ageas' position that Mr S hasn't shown that there was AD is fair and reasonable. I can't fairly say Ageas is responsible for Mr S not having shown, on the face of it, he has suffered a loss likely covered by the policy.*

*Ageas has also highlighted that the cover excludes clearing blocked drains, unless the blockage is caused by structural damage to the drain itself. It's for an insurer to show its reasonable to rely on an exclusion to decline a claim. In this case Ageas' ability to do so was undermined by the sealed manhole. So I have to take into account that, by building over the manhole, Mr S prejudiced Ageas' ability to show if it could rely on the exclusion.*

*For these reasons, I intend to find Ageas fairly declined cover under the AD to underground services benefit.*

*I don't intend to require Ageas to pay the £200 compensation, for unfairly declining the claim, recommended by the Investigator. I'm satisfied it dealt with the claim fairly and reasonably, so it follows I'm not going to award that compensation. Ageas did offer £75 for communication delays. I consider that a reasonable offer to recognise the impact of any communication failures, so will require Ageas to pay it.*

*Mr S has reported that water, escaping from the toilet, damaged various items. In light of that Ageas should consider a claim for those losses under the escape of water cover.*

### **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 accepted my proposed outcome, but Mr S didn't. He provided further submissions to support his complaint. Ageas considered those submissions, providing its own comments in response.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr S and Ageas have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted. Having done so, I don't intend to require Ageas to reimburse the cost of diverting the pipe work.

In my provisional decision, in reference to the T&A cover, I referred to the role played by Mr S' decision to build over the manhole cover. In response he explained, and provided supporting evidence, that the manhole was shut off under professional guidance, with approval of building control. He also said a rodding access point allowed access to the manhole. His point being that it wasn't a personal or whimsical decision to do so, so the decision shouldn't result in his claim being declined. On the other hand, in response, Ageas said the rodding point didn't allow access to the relevant section of drain, with it being located on the far side of the buried manhole.

I accept that access to the manhole was shut off under professional guidance and so on. I wasn't aware of that previously. However, that fact hasn't changed my decision on the complaint.

As I said in my provisional decision, the T&A term says Ageas will 'pay to find the leak'. I noted that perhaps, as Ageas had claimed, technically the benefit doesn't apply in the circumstances. It said the leak had already been found and accessed - with the escaping water known to be coming from the toilet itself. It does seem that the cause of the leak, or toilet overflow, was a blockage in the pipe. So the T&A benefit would, if accepted, have been used to trace and access a 'blockage' causing a leak, rather than a 'leak'.

I did say, in my provisional decision, that I might find, in some circumstances, a fair and reasonable application of the benefit would be for Ageas to pay to 'find the cause of the leak'. However, I still don't consider that would result in a fair outcome in this case.

Whilst I note the manhole works were done under professional guidance, the new arrangement appears to have failed to provide access to the relevant section of drain. Ageas has made that point in its recent response. Mr S has said the new arrangement provided access, but the failure of different contractors to access the relevant drain section, via the rodding point supports Ageas' position.

I realise this will be disappointing for Mr S, but with this in mind I don't consider it would be fair to expect Ageas to have accepted significant costs under the T&A, when the circumstances didn't technically meet the policy requirements. So I find its decision not to pay for access, under T&A, to the manhole or pipework to be fair and reasonable. I also find its decision not to cover the diversion costs to be fair.

I'm not going to repeat them here, but for the reasons given in the provisional decision, I find Ageas' decision to decline cover under the AD to underground services benefit to be fair. In summary I find he hasn't shown that the cause was most likely AD.

**My final decision**

For the reasons given above, I don't require Ageas Insurance Limited to reimburse Mr and Mr S' costs, but it will need to pay them £75 compensation and consider a claim for items damaged by the escape of water.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 21 July 2025.

Daniel Martin  
**Ombudsman**