

## **The complaint**

Mr and Mrs F complain about the way Ageas Insurance Limited settled an escape of water claim under a buildings insurance policy.

Reference to Ageas include its agents.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I'll focus on the reasons for my 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.

Mr and Mrs F held buildings insurance with Ageas. They raised an escape of water claim in October 2022. The claim notes suggest Mr and Mrs F reported to Ageas that water came through the kitchen ceiling when the shower was in use, some days there was water, and other days not. The kitchen wall was wet, damage (mould) was in kitchen cupboards, a worktop was damaged, and the ceiling had started to dip.

Mr and Mrs F say after investigating a mark on the wall, it was found to be wet, wallpaper was bubbling, and this was the first discovery of the claim-incident.

Ageas carried out trace and access works in November 2022. The leak was coming from bath sealant and a toilet. Mr and Mrs F say the leak was resolved during this visit, but I am not persuaded this was the case. I say this because there was a further water incident in December 2022 where water was dripping through the kitchen ceiling. While Mr and Mrs F say this was sitting water from the initial claim-related leak, I find it more likely than not that this supports Ageas' view that the leak was ongoing. Further, Mr and Mrs F had been informed they were to arrange repairs to the source of the leak – which they went on to do.

Mr and Mrs F faced challenges when trying to arrange repairs. A contractor did attend following the December 2022 incident. They cut a hole in the ceiling, drained water, and agreed to return to carry out the required works to the bathroom sealant and toilet. Mr and Mrs F say, after some delay, the works were completed around April – May 2023.

Ageas were in occasional contact with Mr and Mrs F during this time, asking whether the repairs had been done. It told them in March 2023 repairs needed to be done promptly, a cash settlement was likely, and further damage caused by the ongoing leak would not be covered. I am satisfied this was a reasonable position for it to take given the time between it tracing the leak, to Mr and Mrs F undertaking the works.

Ageas sent a surveyor out in May 2023. In their view, damage had gotten worse as the result of the leak not being repaired, Mr and Mrs F failed to mitigate the damage, the damage to kitchen units and a worktop happened overtime, this ought to have been visible

to Mr and Mrs F, and they failed to mitigate this sooner.

Ageas therefore settled this claim by cash settling it based on a scope of works drawn up following its initial visit. I am satisfied this was a fair and reasonable way for Ageas to conclude this claim. In addition to the above, I say this for the following key reasons:

- I am not persuaded the leak was fixed when Ageas undertook trace and access works in November 2022 given what I've set out above. I find it more likely than not the leak was still ongoing until Mr and Mrs F confirmed repairs had taken place in April / May 2023.
- In any case, I find it more likely than not the December 2022 incident where water was dripping through the kitchen ceiling supports Ageas' view that the leak was ongoing.
- Ageas has said further damage occurred over this period as a result. I am not satisfied this was an unreasonable conclusion for it to reach given what I've set out in bullet points one and two.
- Mr and Mrs F have said they didn't notice mould damage in kitchen units and on a worktop until after noticing the bubbling wallpaper, and these cupboards weren't often used. Based on the photos of damage I've seen, and the extent of it, I am not persuaded Ageas' conclusion that this damage happened overtime, and ought reasonably to have been visible to Mr and Mrs F, was an unreasonable one.
- Ageas settled this claim based on a scope of works drawn up following their initial visit and prior to several months delay while awaiting confirmation from Mr and Mrs F that repairs had been completed. I find this to be fair and reasonable.

So, it follows that I am satisfied Ageas handled this claim fairly and reached a reasonable settlement. I therefore don't require it to take any action, or compensate Mr and Mrs F.

I note trace and access works in the bathroom were undertaken. Mr and Mrs F have said the bathroom is an eye sore following these works. They've said they didn't ask Ageas to pay to reinstate the bathroom, nor did they add this aspect to their claim. I also note Ageas didn't include this aspect within its final response letter.

If, on reflection, Mr and Mrs F wish to enquire about the costs to reinstate the bathroom following trace and access works, they should direct this to Ageas in the first instance for it to have the opportunity to respond to. That's also the case if they wish to raise their concerns to Ageas regarding their premiums, and a letter from it dated 31 July 2024 regarding their future cover.

### **My final decision**

For the reasons I've mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr F to accept or reject my decision before 12 February 2025.

Liam Hickey  
**Ombudsman**