

The complaint

Ms B complains about the decline of her home insurance claim by Ageas Insurance Limited ('Ageas').

Ageas are the underwriters of this insurance policy. Some of this complaint is about the actions of their appointed agents.

As Ageas accept they're responsible for their agents' actions, in my decision any reference to Ageas should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Ms B and Ageas. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Ms B made a claim under her home insurance policy for damage to her property that she says was caused by the actions of her neighbour. Ageas declined the claim as they said neither vandalism (malicious damage) or accidental damage had occurred and this was a civil dispute matter.

Ms B made a complaint and Ageas partially upheld it. They offered her £200 in recognition of the service provided and time taken when responding to the claim, but they maintained their claim decline. Ms B remained unhappy and referred her complaint to our Service for an independent review.

Ageas then offered an additional £400 compensation (a total of £600) for the service provided. Our Investigator considered the complaint. They recommended that it be upheld and Ageas reconsider the claim. As Ageas didn't accept the recommendations, the complaint was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Responses to my provisional decision

Ms B provided a detailed response to my provisional decision. I won't respond in detail to each point, but instead have focussed on her main points.

She has said there was never a boundary dispute. Whilst I find that the pattern of issues here broadly occurred along the property boundary, I've removed reference to any such

boundary dispute.

Ms B has referred to a 'risk assessor' agreeing with her, I'm considering the ultimate end action/decision by Ageas to decline this claim. Ms B has also said *"I simply made a claim under my insurance for damage not caused by myself, which although confined to two walls, radically alters the appearance of my entire house and cannot be readily repaired without repainting the entire house. It was not a consideration, nor was it material to me, what Ageas did next with regard to recovery."* My overall findings remain that Ageas can fairly decline this claim.

My reference to 'every risk event that might arise' was simply to highlight that this type of insurance policy won't respond to every loss or risk event that may arise - as has occurred here.

As nothing has been provided that materially changes the outcome I'd intended to reach, I find no fair or reasonable reason to deviate from my earlier provisional decision and those findings form the basis of this, my final decision.

The scope of my decision

My main consideration will be whether or not Ageas fairly and reasonably considered this claim in line with the policy terms before declining it. As Ageas accept there have been service failings when responding to the claim, I'll also be considering whether the £600 offered goes far enough to put things right.

Although our Service is impartial, I'm sorry to hear of the various issues Ms B has experienced with her neighbour over a period of time.

Vandalism (malicious damage)

The starting point with any claim is the insured (Ms B) has to demonstrate (within reason) that an insured event has occurred. The responsibility then passes to Ageas to either settle the claim, or decline it in line with the policy terms.

Initially, this claim was reported as malicious damage (vandalism), with repainting and repointing needed. Ms B referred to a history of issues with her neighbour and previous claims made with another insurer.

The policy doesn't define vandalism (the named peril), or malicious damage. In the absence of a policy definition, I've reverted to two common dictionary definitions of vandalism:

"willful or malicious destruction or defacement of public or private property" and;

"Vandalism is the deliberate damaging of things,"

Applying the above definitions, on balance, and in the very specific circumstances of this complaint, I don't find that Ageas have acted unreasonably when declining this claim as they regard it as a civil matter. I say this because the main 'damage' being claimed for is a strip of paint that Ms B says has crossed her property boundary. She says this is affecting the appearance of her property (as it's a different colour to the rest of her property). I find that Ageas haven't acted unreasonably when deciding that the damage being claimed for was not vandalism under the policy.

Accidental damage

For completeness, I've also considered if any other section of cover ought to respond. I acknowledge that regarding this as an accidental damage claim would completely undermine the claim for vandalism/malicious damage - as accidental damage is defined under the policy as *'damage that is unexpected and unintended, caused by something sudden and which is not deliberate'*.

In my opinion and based on experience, a claim for accidental damage in this type of situation might arise where a tin of paint has splashed/spilled, or paint has accidentally 'run' over to Ms B's property. But here, it appears that hasn't occurred. I've also kept in mind that Ms B has set out clearly a pattern of disputes and raised this claim initially as malicious (vandalism) damage rather than accidental damage.

Overall, I find that Ageas can also fairly decline this claim under the accidental damage section of cover.

Declined claim - summary

Although frustrating for Ms B, this policy is not intended to respond to every risk event that might arise. I've listened to the initial call where Ms B registered this claim and, in my opinion, she makes it clear during that call that she wants Ageas to pursue her neighbour for any claim outlay they may incur. At 4 minutes 17 seconds into the call she says:

"I'm not really interested just in immediately going to the legal route. I'd rather make the claim and then have you pursue their insurance company...that's what my solicitor advised...." And;

"I'm not interested in pursuing this through the courts if you're going to go after them for the loss anyway...."

I can understand the predicament Ms B found herself in (with being advised not to interact directly with her neighbours). But this insurance policy is intended to respond to specific insured risks and is not intended to be a tool for recovery in what I find Ageas fairly regard to be a civil dispute. I note that Ms B has already appointed a solicitor and sent a cease and desist letter to the third party neighbour.

Whilst a previous insurer may have accepted and settled claims for other alleged damage caused by Ms B's neighbour, it doesn't follow that this means Ageas have acted unfairly when declining this claim.

The service provided

Ageas accept the service they provided wasn't good enough. They took too long to reach their claim decision when it ought to have been reached very early on in the claim. There were other issues with their communication – such as telling Ms B she'd need a police report to pursue the vandalism claim and their questioning of where the property boundary was.

On balance, I find the total of £600 offered is fair, reasonable and proportionate - relative to the impact of Ageas' actions on Ms B.

Putting things right

If they've not already done so, Ageas Insurance Limited need to pay Ms B a total of £600 compensation in recognition of the impact of their actions on her.

My final decision

I direct Ageas Insurance Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 27 February 2025.

Daniel O'Shea
Ombudsman