DRN-5471009

The complaint

Mr D complains Ageas Insurance Limited (Ageas) declined a claim he made under his home insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. At the end of 2023 Mr D noticed his toilet was blocked and so arranged for a contractor to attend his property. The contractor cleared the blockage from the soil vent pipe which had been caused by an action figure, accidently flushed by a child. Mr D submitted a claim under his home insurance policy.

Mr D's broker provided a further explanation of the events. It explained the waste pipe for the sink had moved, causing it to ingress into the soil vent pipe. When the action figure was flushed it got trapped on the protruding pipe and caused the blockage. It believed this would be considered a structural issue and so would be covered under the terms of Mr D's policy.

Ageas declined Mr D's claim. It said the drain itself hadn't been damaged, only blocked by the action figure. It said the policy doesn't provide cover for blocked drains unless the blockage is caused by structural damage. It also said it couldn't consider Mr D's claim under accidental damage as there was an exclusion stating that all claims relating to drainage need to be made under the buildings section of the policy, and if declined, can't then be made under the accidental damage section of the policy.

Mr D didn't agree with Ageas's decision. He said he thought the proximate cause of the incident was the movement of the waste pipe, which would be considered as structural damage.

Ageas reviewed this but maintained its decision to decline Mr D's claim. It now said as the soil vent pipe was above ground, it wouldn't be considered under the underground pipes, drains and cables peril. It said the ingress of the waste pipe into the soil vent pipe would indicate a gradually operating cause due to natural wear and tear which was excluded under the terms of the policy. Mr D didn't think this was reasonable and so raised a complaint.

On 19 June 2024 Ageas issued Mr D with a final response to his complaint. It apologised it had given Mr D a number of reasons why his claim had been declined but it maintained its decision to decline Mr D's claim for the reasons it had outlined most recently. Mr D referred his complaint to this Service.

Our investigator looked into things. He said he thought the proximate cause of the blocked soil vent pipe was the action figure being flushed and this was covered under the accidental damage section of Mr D's policy. He said he thought the claim for the blocked soil vent pipe was covered, but any damage to protruding pipework was reasonably considered as wear and tear. He said Ageas should accept Mr D's claim and settle it in line with the remaining terms and conditions of his policy. He also said Ageas should pay Mr D £100 compensation for the delays and confusion it had caused during the claim.

Ageas said it agreed it should pay £100 compensation for the way it handled Mr D's claim, but didn't agree the claim was covered. It provided further commentary about its claim decision.

Our investigator reviewed this information and issued another view on the complaint. He said it was reasonable for Ageas to decline Mr D's claim based on the exclusions included under the underground pipes, drains and cables, and accidental damage sections of the policy. He said he thought Ageas should still pay £100 compensation for the reasons he explained previously.

Mr D didn't agree with our investigator. He said he didn't agree the proximate cause of the claim was the action figure, but rather the waste pipe protruding into the soil vent pipe, which would be considered structural damage. He said this was covered under the terms of his policy.

As Mr D didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mr D's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr D and Ageas I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Ageas should handle claims fairly, and shouldn't unreasonably reject a claim. Throughout the life of Mr D's claim, Ageas have given several different reasons why Mr D's claim was rejected, and the proximate cause of the claim has also changed. And so, I've considered what the proximate cause of Mr D's claim was, and whether this means Ageas have fairly declined Mr D's claim.

Mr D has said the cause of the claim was the waste pipe moving, causing it to protrude into the soil vent pipe. Subsequently, when the action figure was flushed, it got stuck due to the protruding pipe. Based on the evidence provided, I'm more persuaded the cause of the claim was the flushing of the action figure, rather than the movement of the waste pipe and I'll explain why.

The claim Mr D has submitted is for the blockage in his soil vent pipe. Whilst it appears the waste pipe has protruded into the soil vent pipe, there's no suggestion this was impacting the function of the soil vent pipe. It was only once the action figure was flushed, which I consider to be its own separate event, that the soil vent pipe became blocked. In other words, it was the action figure being flushed which has resulted in the soil vent pipe becoming blocked, not the waste pipe protruding into the soil vent pipe.

I should also note, the evidence received suggests the reason the waste pipe moved was because a bracket had failed. The bracket failing appears to be due to natural wear and tear, which is specifically excluded under the terms of Mr D's policy. And so even if I were to conclude the movement of the waste pipe was the cause of the blockage, I think Ageas could reasonably decline the claim under the terms of the policy.

However, for the reasons I've explained, I consider the cause of Mr D's claim to be the flushing of the action figure. And so, I've considered the terms of Mr D's policy to see whether this is something Ageas should cover.

Under the building insurance part of Mr D's policy, there is a section providing cover for underground pipes, drains and cables. Whilst I acknowledge at one stage Ageas said Mr D's claim wouldn't be covered under this section as the soil vent pipe isn't underground, it has since changed its stance on this. This section of the policy states:

> *'What's not covered*
>
> *We won't pay for clearing blocked drains, unless the blockage is caused by structural damage to the drain itself'*

As I think the blockage to Mr D's drain was caused by the action figure, and not movement of the waste pipe, I think it is reasonable for Ageas to rely on this exclusion. So, Mr D's claim isn't covered under this section of the policy.

Mr D's policy includes accidental damage cover. However, this section of the policy also contains an exclusion which states:

> *'What's not covered*
>
> *Claims relating to subsidence or drainage must be made under the buildings section of this policy. If we refuse to pay all or part of your claim, you can't try and make a further claim on the accidental damage section of the policy.'*

I think it's reasonable for Ageas to rely on this exclusion when declining Mr D's claim. Mr D's claim is related to drainage, and so would need to be made under the buildings section of the policy. As it is reasonable for Ageas to decline Mr D's claim under the buildings section of his policy, for the reasons explained above, he isn't then able to make a further claim under the accidental damage section of his policy.

Therefore, based on the evidence provided, and the terms of Mr D's policy, I think it was reasonable for Ageas to decline Mr D's claim. I know this will be disappointing for Mr D, but for the reasons explained I don't require Ageas to accept his claim.

Ageas have acknowledged it hasn't handled Mr D's claim as well as it should have done and so have agreed to pay Mr D £100 compensation. So, I've considered whether this is reasonable to acknowledge the impact to Mr D.

I think Mr D has been caused distress by the way Ageas have handled his claim. It hasn't been clear about the reasons it was declining Mr D's claim, and has taken longer than it should have done to deal with it. Overall, given I think it was reasonable for Ageas to decline Mr D's claim, and it has been consistent with this decision, I think the £100 compensation Ageas have agreed to pay is reasonable to acknowledge the distress and inconvenience it has caused Mr D.

My final decision

For the reasons I've outlined above, I uphold Mr D's complaint about Ageas Insurance Limited. I require it to pay Mr D £100 compensation if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 August 2025.

Andrew Clarke
Ombudsman