

## **The complaint**

Mrs C has complained that Ageas Insurance Limited declined a claim she made under her home insurance policy.

Reference to Ageas includes its agents and representatives.

## **What happened**

The circumstances aren't in dispute, so I'll summarise the background:

- Mrs C got in touch with Ageas after she noticed water entering her home. She said torrential rain had led to water entering the lounge and damaging the carpet. She arranged for a drainage survey which said there was a pipe blockage nearby. She later took advice from a damp investigation company, F, who said the problem could be solved by damp proofing the wall and redirecting rainwater.
- Ageas declined to deal with the drainage problem. But it said it would go on to consider whether the water damage might be covered. It later arranged to inspect the problem. It said there was no damage to the building – and the policy didn't cover the cost of measures to prevent future damage. It noted the carpet was damaged, but it said this was the result of water gradually seeping through the wall – which isn't covered. So, overall, Ageas declined the entire claim.
- After Mrs C complained, Ageas maintained its position with the claim. But it accepted it could have carried out the inspection sooner and offered £200 compensation.
- Our investigator thought this was fair and reasonable in the circumstances. Mrs C disagreed, so the complaint has been passed to me.

## **My provisional decision**

I recently issued a provisional decision in which I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- There are a number of complaint points for me to consider, so I'll consider each separately. In summary, they are:
  - Was it fair to decline the claim for the drainage?
  - Was it fair to decline the claim for buildings?
  - Was it fair to decline the claim for contents?
  - Was it fair to offer £200 compensation for the way the claim was handled?

*Was it fair to decline the claim for the drainage?*

- The policy covers 'accidental damage to the fabric of underground pipes and drains'. Mrs C had a drainage survey carried out. F said it showed a blockage to a pipe near the area where water had entered the building. It said the pipe probably led to a soakaway that had had become blocked by sediment.
- This doesn't indicate there's any damage to the fabric of the pipework. Instead, it indicates the soakaway, and perhaps the pipework, has become blocked due to a gradual build up of sediment within it.
- As a result, I'm satisfied it was fair for Ageas to decline the claim for the pipework.

*Was it fair to decline the claim for buildings?*

- The policy covers damage to the building caused in a number of specific ways only. This includes several causes related to water – damage caused by flood, storm or water leakage. Each of these causes have specific definitions set out in the policy. It also covers accidental damage.
- The first thing for me to consider is whether the building has been damaged by water at all. That's because Ageas says it hasn't been and Mrs C's claim is solely for the cost of taking measures to prevent future damage.
- Ageas' position is inconsistent with the findings of its inspection, where it noted rot/decay of the timber floor – and this damage is clearly shown in the photos. So I'm satisfied there is water damage to the building.
- Ageas also said the water ingress was the result of a lack of damp proofing, so the damage didn't amount to a fortuitous, unforeseen event – and therefore isn't covered. But the policy says it covers, amongst other things, flood, storm or water leakage. It doesn't use the words 'fortuitous' or 'unforeseen', so they're not the relevant words to consider when deciding whether the policy covers the water damage or not.
- Even if they were relevant, I'm satisfied the damage was fortuitous and unforeseen from Mrs C's perspective. She says she's lived in the property for over 50 years and water has never before entered in the way it did recently. So I don't think she had any reason to anticipate this water ingress would happen recently. And she clearly didn't intend for the damage to happen. So I think the damage was fortuitous in that sense.
- Returning to the policy cover, I'll now consider whether the water damage to the building was caused in one of the ways covered by the policy.
- Cover for water leakage requires water to escape from a fixed domestic water or drainage installation. The only mention of something along those lines here is the nearby blocked pipe. But I haven't seen either Ageas or F suggest that blockage has caused water to leak and enter the building. So I don't think the damage was caused by water leakage as defined by the policy.
- Cover for storm requires rainfall of more than 25mm an hour. Weather records show heavy rainfall in the area Mrs C lives, around the relevant time – but nowhere near the intensity required by the policy to be considered storm strength rainfall. So I don't think the damage was caused by storm as defined by the policy.

- Cover for flood requires water to suddenly enter the building from outside, at ground floor level or below. Water clearly entered at ground floor level from outside. The question is whether it did so suddenly.
- Ageas has acknowledged there was heavy rainfall in the period leading up to the damage. It says this is indicative of a gradual build up of rainwater, which eventually saturated the wall before seeping into the building. It noted the floor was 'heavily' or 'completely' decayed in places and its photos support that.
- Mrs C says she found significant water damage in the morning, when I understand there was no clear sign of any the evening before. So I can see why the water ingress and damage may have appeared sudden to her. But I'm not persuaded the water entered the building suddenly, as required by the policy definition.
- I think it's more likely the water entered as described by Ageas – heavy rainfall over time caused the wall to become saturated before it finally became overwhelmed, and water passed through it. The lack of storm strength rainfall is consistent with this. And it may explain the extent of decay noted to the floor – albeit Mrs C may not have been aware of that, given it was under the carpet. In these circumstances, I don't think the damage was caused by flood as defined by the policy.
- Lastly, the policy covers accidental damage to the building. There's no policy definition for the phrase 'accidental damage'. That means it should take its ordinary, everyday meaning. I consider that to be damage which is unforeseen and unintentional. For the reasons noted above, I'm satisfied that was the case. So I think there was accidental damage as defined by the policy.
- Ageas noted that gradual damage isn't covered by the policy. For the reasons given above, I'm satisfied the building damage was gradual. So I'm satisfied Ageas can decline the claim under accidental damage.
- Overall, that means I'm satisfied it was fair and reasonable for Ageas to decline the building damage claim.
- It's worth noting that even if I thought Ageas should accept a claim for building damage, it's unlikely that would include paying for any preventative measures. The policy broadly covers the cost of putting Mrs C back in the position she was in prior to damage – not adding to that position to minimise the risk of further damage.

*Was it fair to decline the claim for contents?*

- The lounge carpet has been damaged by water ingress. Ageas declined the carpet claim because the policy doesn't cover damage which happens gradually. It says water gradually built up and seeped through the wall, then damaged the carpet.
- The policy covers accidental damage to contents. There's no policy definition for the phrase 'accidental damage'. So it should take its ordinary, everyday meaning. I consider that to be damage which is unforeseen and unintentional.
- The carpet damage was clearly unintentional. And, in my view, the water damage to the carpet was also unforeseen. As noted in the previous section, I don't think Mrs C had any reason to anticipate this water ingress.

- The water may have gradually seeped through the wall as Ageas has said. But I haven't seen any evidence to show the water damage to the carpet happened gradually. Mrs C's recollection is of the water suddenly entering the building and causing damage to the carpet. So I think the carpet itself was damaged suddenly, even if the preceding build up of water was gradual.
- As a result, I'm not satisfied it was fair for Ageas to decline the claim for the carpet. To put things right, it should accept the claim and agree a settlement with Mrs C.

*Was it fair to offer £200 for the way the claim was handled?*

- The claim began in early September 2024 and Ageas provided an outcome in late November 2024. Ageas has accepted it caused an avoidable delay of around six weeks because it didn't inspect the problem sooner. It offered £200 as a result. It thought the remainder of the claim time was reasonable to investigate the matter.
- I think Ageas reached a fair position on this point. The water ingress which gave rise to the claim would inevitably have been distressing for Mrs C. As would the steps required to put it right and carry out preventative measures – especially given significant health problems in the family during that time. But that's not something I can hold against Ageas – it didn't cause the water problem.
- Ageas had a duty to handle the claim promptly and fairly and it didn't fulfil that duty. But, even if it had, Ageas wouldn't have been responsible for carrying out, or paying for, the work Mrs C has carried out. If Ageas had handled the claim fairly, Mrs C would have known this around six weeks sooner. That would have given her certainty earlier, and allowed her to take the next steps sooner, but it wouldn't have changed the outcome of the claim. It would have slightly lessened her distress and inconvenience. I consider £200 compensation is fair in the circumstances.
- Given my findings about the carpet, I think Ageas should increase the compensation offer to reflect some additional distress and inconvenience caused by unfairly declining this part of the claim. I'm satisfied another £100 is fair and reasonable, making £300 in total.
- Mrs C should note this compensation is solely to reflect the distress and inconvenience she's suffered due to the way Ageas handled the claim – over and above that she would inevitably have suffered. It isn't intended to cover any of the costs claimed for.

### **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.

- Mrs C responded to my provisional decision. I understand she accepted it. She didn't provide any further comments or evidence for me to consider.
- Ageas also responded. It disagreed with my view that it should accept the carpet claim and pay an additional £100 compensation. In summary, it thought the water damage to the carpet was foreseeable because it said Mrs C was advised during an earlier claim to take steps which would have likely prevented the water ingress.

- I understand Mrs C got in touch with Ageas several years before the current claim, due to problems with the floor. A claim wasn't accepted, but an agent working on behalf of Ageas made suggestions to remedy the problems. Ageas has pointed out that one suggestion was for Mrs C to ensure the rainwater pipe was operating effectively, as that would help reduce damp internally. Ageas says Mrs C didn't follow that suggestion – so the carpet damage was foreseeable.
- However, I haven't seen any evidence to show the water damage to the carpet was caused because of a problem with the rainwater pipe. When Ageas' agent inspected the damage in the current claim, they indicated the carpet had been damaged by rainwater. But they didn't say the rainwater entered the building because of a problem with the rainwater pipe.
- So, even if Mrs C didn't take the measures Ageas' agent suggested, Ageas hasn't shown that led to the carpet damage. As a result, I'm not satisfied this means Mrs C ought to have foreseen water damage to her carpet.
- In these circumstances, I remain satisfied it would be fair and reasonable for Ageas to accept the carpet claim and pay an additional £100 compensation – making £300 in total.

### **My final decision**

I uphold this complaint and require Ageas to:

- Accept the carpet claim.
- Pay £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 30 July 2025.

James Neville  
**Ombudsman**