

The complaint

Mr and Mrs M are unhappy that their accidental damage claim with Ageas Insurance Limited (“Ageas”) has been unfairly declined under their home insurance policy. Mr and Mrs M had representation for part of this claim, but for ease and simplicity, I’ll only refer to Mr and Mrs M.

What happened

Mr and Mrs M noticed slight water damage in their kitchen ceiling. On investigation, they found a small crack on the shower tray in the room directly above. Mr and Mrs M said the shower tray wasn’t old and was in good condition, but it was obvious the water had escaped through the crack. Mr and Mrs M said the damage was caused suddenly and unexpectedly by either one of them, so they made a claim under the accidental damage cover within their policy.

Ageas appointed a surveyor to review and validate the claim. Based upon the surveyor’s report, Ageas decided to decline the claim. The surveyor had said the crack in the shower tray was because of wear and tear, so it wasn’t covered by the policy.

Mr and Mrs M want their claim settled in full.

After the complaint was escalated to our service, Ageas did offer to re-consider the damage to the ceiling (in isolation of the shower tray). It said it could’ve made this offer earlier, so it offered £150 compensation for the distress and inconvenience caused.

Our investigator decided to uphold the complaint. He thinks Ageas has reached a reasonable conclusion on the claim. He thought Ageas’ offer to Mr and Mrs M to re-consider the damage in the kitchen only was fair. As this offer was made after the claim was escalated to our service, the claim is shown as an uphold decision. Mr and Mrs M disagreed, so the case has been referred to an ombudsman.

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.

Having done so, I don’t uphold this complaint in relation to the shower tray, but I do record the decision as a partial uphold to reflect what I see as fair offer made by Ageas after the complaint was escalated to our service. I realise my decision will be disappointing for Mr and Mrs M, so I’ll briefly outline my reasoning in coming to this decision.

For a claim to be covered, it needs to fall within one of the perils listed within the policy (e.g. storm, theft, escape of water etc). Given the leak that was described by Mr and Mrs M, they wouldn’t have a claim under the escape of water peril as the incident wasn’t consistent with a leak from “tank[s], pipes, drains or heating system[s]”, which is how this peril is described in the policy.

Ageas considered the claim under the accidental damage section of the policy, as this is the context with which Mr and Mrs M raised the claim. I think this reasonable. For Mr and Mrs M to have a successful claim under this peril, they would need to show that what they have claimed for is consistent with the policy definition for accidental damage.

The policy describes accidental damage as *"damage that is unexpected and unintended, caused by something sudden and which is not deliberate"*. Mr and Mrs M have said their shower tray wasn't old and the damage was caused suddenly and unexpectedly by one of them.

In reviewing the claim, the appointed surveyor examined the shower tray and provided a report supported by photographs. I've read the report carefully and reviewed the photographs.

The surveyor said *"there is no evidence of impact which may have caused the tray to crack, and neither the loss Assessor nor the insured described a sudden, singular event to which causation could be attributed"*. This is consistent with Mr and Mrs M's complaint form submitted to our service. They said the damage was caused by one or both of them but couldn't say which.

I think it's difficult to conclude that the shower tray was damaged accidentally, as there is no testimony, observations or evidence to show it was likely an accident did cause the damage to the tray. So, you'd have to guess what had caused the damage, which isn't how claims or policies work. It's up to the policyholder to prove the damage and how it was incurred.

I've then read further what Ageas / its surveyor concluded. It said *"your shower tray is a non-standard shape, incorporating a split level in the tray approximately halfway across the length of the tray. The surveyor advised that there was no evidence of impact or other accidental damage that would have caused the shower tray to crack, and that he believed the crack in the tray to be the result of wear and tear over the 10 years you had advised the shower tray had been in situ"*.

Ageas said *"a shower tray should be able to perform the function for which it was installed and therefore if it has failed over time, the decision to decline your claim is correct"*. As the tray has failed, Ageas concluded the damage was caused by wear and tear, which is excluded from the policy.

I've reviewed the photographs and they appear consistent with the surveyor's report and commentary. So, whilst it's not an easy decision to make, I think on the balance of probabilities, it's most likely the damage was caused by wear and tear. There is no evidence to show a one off sudden accident caused the damage, which is required for the claim to be successful. And an expert surveyor has reviewed the damage and concluded the design of the tray has led to it deteriorating gradually to the point it has failed. I haven't seen any expert reports that contradict these findings.

I note Ageas has offered to re-visit the claim specifically for the damage to the kitchen ceiling (without covering the tray) and has offered to pay £150 compensation for not offering to do this earlier. Although, Ageas has pointed out that with the excess they have to pay on their policy, it maybe more sensible to get an independent tradesperson to carry out the repair given it is only a small amount of damage. This offer is still open to Mr and Mrs M. I think this is a fair approach, but as the offer was after the claim was escalated to our service, I'm required to record this as an uphold decision.

My final decision

My final decision is that I partially uphold this complaint. I require Ageas Insurance Limited to:

- Re-consider the damage just to the kitchen ceiling (should Mr and Mrs M request this)
- Pay £150 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 3 November 2025.

Pete Averill
Ombudsman