

## **The complaint**

Mr B and Mrs B have complained that Ageas Insurance Limited (Ageas) unfairly declined a claim under their home insurance policy.

As Mr B seemed to deal with the claim and complaint, for ease, I will normally only refer to him. References to Ageas include companies working on its behalf.

## **What happened**

Mr B contacted Ageas to make a claim when he found a corner of the bedroom floor was sagging. Ageas initially said it didn't think there was cover under the policy. However, Mr B spoke to a manager and it was agreed that Ageas would arrange a surveyor visit.

When the surveyor visited, it was found that joists in the sub-floor had rotted. It was assessed that this was because the damp proof membrane had failed in several rooms. Ageas declined to deal with the claim because it said the damage was the result of wear and tear.

Mr B arranged his own survey. The report found evidence of fungal decay to floor joists. It said flooding occurred within the sub-floor, which allowed moisture to condense on the timbers.

Mr B asked Ageas to confirm why it had declined his claim, so that he could bring his complaint to this Service. Ageas replied and said it had reviewed the claim and hadn't identified that it needed to do anything differently. It described what had happened during the claim. It said damp in the sub flooring caused wet rot to the joists. It said this wasn't a one-off insurable event and that the policy didn't cover wear and tear. It said it had sent Mr B a copy of its survey report.

When Mr B complained to this Service, our Investigator didn't uphold it. He said it was for a policyholder to show damage was the result of an insured event. He said neither survey report showed the damage was the result of an insured peril. So, he said it was reasonable that Ageas declined the claim.

As Mr B disagreed, the complaint was referred to me.

## 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. I will explain why.

When a policyholder makes a claim, the onus is on them to show the damage is the result of an insured peril. It's my understanding that when Mr B spoke to Ageas, he initially said he didn't know the cause of the damage. After Mr B spoke to a manager, Ageas agreed to send a surveyor to assess the damage.

The surveyor found that the damage had occurred over an extended period of time. The ground floor joists were assessed to have been damaged due to the damp proof membrane having failed in multiple rooms. The surveyor said the floor joists needed to be renewed or secured and the damp proof membrane renewed or an alternative put in place. From what I can see, the surveyor assessed each room and the area affected by the damp. The surveyor didn't identify an insured peril. I think it was reasonable for Ageas to rely on its surveyor's findings about the cause of the damage and that there was nothing to show the survey was obviously wrong at that time. As an insured peril wasn't identified as the cause, I think it was reasonable for Ageas to decline the claim.

Mr B also arranged his own survey. This found:

*"...evidence of fungal decay was noted to 13 in number floor joists and the bottom section of the external frame and wallplates.*

*...*

*Condensation was also noted on a number of other timbers particularly within the front right section."*

It gave the cause of damage as:

*"Flooding occurs within the sub-floor, this has allowed sufficient atmospheric moisture to condense on the adjacent timbers allowing the germination of fungal decay."*

I note the report didn't explain the source of the flooding or indicate where the water had entered the property. I'm aware Mr B has told this Service his surveyor carried out a range of tests and by eliminating all the other possible causes, it was concluded that flooding had occurred. Mr B has also said it hasn't been possible to categorically identify where water penetrated the property, but that he thought it was obvious there had been water ingress which, in his opinion, was a flood. I note the report didn't describe the range of tests that took place or how these informed the surveyor's view of why flood was the most likely cause. I don't think the report persuasively showed it was more likely than not that flooding was the cause or that Ageas' own surveyor's findings were wrong. So, I don't think Ageas needed to deal with the claim under the flooding part of the policy.

I've also looked at the policy to see if there was cover under any other part of it. When Ageas registered the claim, it seemed to do so under the accidental damage cover, although I accept this might have been for practical reasons to add the claim to the system. Accidental damage was defined as *"Unexpected and unintended damage caused by sudden means"*. I think the evidence shows the damage happened over time. So, I don't think the damage was caused by *"sudden means"*. There was also a specific exclusion for things that happened gradually. This meant there was no cover under this part of the policy. I've also seen no

evidence to suggest the damage was caused by another insured peril, such as a storm or an escape of water. So, I think it was fair for Ageas to decline the claim.

So, having thought about this carefully, I don't uphold this complaint or require Ageas to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan  
**Ombudsman**