

The complaint

Mr and Mrs T complain that Ageas Insurance Limited have declined a claim on their buildings and contents insurance policy.

It's important to note that Mr and Mrs T also have a Home Protection policy. However, this is underwritten by a different insurer and so isn't included in this complaint about Ageas.

Whilst the final response letter was issued by Ageas in July 2024, Mr and Mrs T continued to raise dissatisfaction with Ageas after. Ageas didn't issue a further final response. As such, I've considered in this complaint issues raised with Ageas up to November 2024.

What happened

Mr and Mrs T took out buildings and contents insurance with Ageas which started in late-June 2024. In early-July 2024, Mr and Mrs T contacted Ageas to raise a claim following what they thought was a burst pipe. An inspection was completed and it was found there was an open pipe under a base unit which spills over infrequently. The claim was declined on the basis that repairs to pipework isn't covered nor is damage by any gradual cause.

Mr and Mrs T were unhappy and so raised a complaint. Ageas didn't uphold the complaint and agreed with the claim decline reasons. Mr and Mrs T were still unhappy and so brought the complaint to this service.

Our investigator upheld the complaint. They felt that the damage could be covered under the flood peril and Ageas hadn't done enough to decline the claim under a policy exclusion. Ageas appealed. They said their definition of flood was clear and it wasn't a one-off event. Whilst Mr and Mrs T were pleased with the outcome, they felt the compensation wasn't enough. As no agreement could be reached, the complaint has been passed to me to make a final decision.

I was minded to reach the same overall outcome as our investigator, but for some different reasons. So, I issued a provisional decision, to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

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

Based on what I've seen so far, I intend to uphold the complaint. I've explained my reasons why in more detail below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it.

So, I've thought about whether Ageas acted in line with these requirements when it declined to settle Mr and Mrs T's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs T have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

It has been established that an open pipe in Mr and Mrs T's kitchen is overflowing. However, it hasn't been evidenced that this is a constant event and Mr and Mrs T have said it happens when it rains. For a claim to be considered, the onus is on the policyholders to show that an insured event most likely caused the damage.

The policy terms and conditions set out the list of insured perils. The key one relevant to this claim is as follows:

"Flood

Water that comes suddenly into your building from outside, and which enters at the ground floor or below"

Case law has established that a flood can occur gradually and through steady build up of water. So, a flood doesn't have to be a sudden or violent event.

It is currently unknown as to why the pipe keeps overflowing. However, I do think these events would constitute being a flood under the policy as water is suddenly coming into the property from outside at the ground floor level. Each time the pipe overflows would be its own flood.

As such, if Ageas want to decline the claim, the onus would be on them to show that on the balance of probability an exclusion applies, or a condition has been breached. Based on what I've seen, I'm not persuaded that Ageas has provided enough information for them to decline the claim.

As such, to put things right, Ageas should investigate the claim further, to ascertain what is causing the pipe to overflow, to decide if an exclusion applies, or a condition has been breached. Should Ageas not want to do this, Ageas should arrange to cover the claim in line with the policy terms and conditions.

I appreciate that it must have been frustrating for Mr and Mrs T for the claim to have been declined and I can see that Mr and Mrs T had a number of phone calls in an attempt to try to progress the issues. Although this is a distilled version of events, I've considered everything in the round and I think Mr and Mrs T have been caused considerable distress, upset and worry which has taken a lot of extra effort to sort out over several months. In line with our website guidelines, I think a total of £300 compensation is fair and reasonable. So, I intend to ask Ageas to pay this to Mr and Mrs T.

Mr and Mrs T have raised that they're out of pocket by around £800. I've considered the information provided but I'm not intending to award anything further. I know this will be a disappointment to Mr and Mrs T. They've said that they were required to purchase a water pump to stop further floods from occurring and renting drying equipment to clear the damp. At this moment in time, there isn't enough information to confirm that the claim is payable.

So, I'm not able to consider these costs in this complaint. Mr and Mrs T have also said about work done by a builder at their property. Part of this invoice was for rectifying/sealing off the open pipe. This isn't something that would be covered by Mr and Mrs T's policy and so I wouldn't ask Ageas to cover the cost. The invoice also states that work was done outside the property to identify where the pipe was entering the property. It's unclear why this needed to happen and as such, I don't think it's reasonable for Ageas to cover the cost."

I set out what I intended to direct Ageas to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Ageas accepted my provisional decision.

Mr and Mrs T were in principle happy with the provision decision outcome, but wanted the following points to be considered:

- The builder was called out to investigate the source of the water ingress and mitigate further floods which bother should have been done by Ageas.
- The counter claim by Ageas to suggest that this is not the first occurrence is incorrect.
- Due to the home emergency policy being mis-sold, nobody was sent to assist with the emergency. Mr and Mrs T had to use another policy to help with the emergency which they say has impacted their premiums.
- Had an open claim at his renewal in June 2025 so had to renew with Ageas. When resolved plan to cancel the policy which comes at a cost as are unhappy with the policy and Ageas.

The above points are summarised and in my own words.

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've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to Mr and Mrs T, my conclusions remain the same. I'll explain why.

I don't think Mr and Mrs T have provided any additional information in regard to the work done by the builders. So, my outcome remains the same for the same reasons. I'm not going to be asking Ageas to cover any of these costs.

Ageas will need to either reassess the claim or settle it in line with the policy terms and conditions. If Ageas declines the claim again, Mr and Mrs T will need to raise a new complaint which can be brought to this service if required.

This complaint is solely about the buildings insurance and not the home emergency policy. The home emergency policy is underwritten by another insurer. Ageas didn't decline to attend under the home emergency policy and so it's not as a result of their actions that Mr and Mrs T needed to claim from a different policy. So, I'm not considering this point further under this complaint.

In relation to their renewal, had Ageas undertaken investigations into the cause of the

damage, at this time I'm unable to say that this wouldn't have taken until June 2025. I've also seen no evidence that it's solely an open claim that has meant Mr and Mrs T couldn't get insurance elsewhere. However, the claim had been declined prior to the renewal and I see no reason why it should have been showing as an open claim at that point. Should Mr and Mrs T be unhappy with the renewal or how the claim was showing, they would need to raise this as a new complaint.

Putting things right

Ageas should do the following to put things right:

- Investigate the claim further, to ascertain what is causing the pipe to overflow, to decide if an exclusion applies, or a condition has been breached. Should Ageas not want to do this, Ageas should arrange to cover the claim in line with the policy terms and conditions.
- Pay Mr and Mrs T £300 for the trouble and upset caused.

My final decision

For the reasons I've explained above, I uphold this complaint and direct Ageas Insurance Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 22 August 2025.

Anthony Mullins
Ombudsman