

The complaint

Mr B complains Ageas Insurance Limited ("Ageas") unfairly declined his claim on his motor insurance policy.

All references to Ageas include its agents.

What happened

Mr B took out a motor insurance policy around February 2024. In January 2025, Mr B made a claim for damage to his car caused during an incident. He explained a road he was driving on was flooded with water so he drove around the flood. As he was driving through some shallow water, it caused an electrical fault with his car. He initially saw the brake warning light came on but he was able to drive his car home. The following day he said he experienced a total loss of power and arranged for a breakdown service to look at his car.

Ageas arranged for an inspection of Mr B's car following which it declined his claim. It said the engineer had found there wasn't enough evidence the electrical damage was caused by driving through water as he couldn't see water or water damage in the car. He also said if water had entered the car's engine, Mr B wouldn't have been able to continue driving the car. The engineer didn't do a full inspection, for example, he said he couldn't gain access to the battery.

Unhappy his claim was declined, Mr B asked our service to look into things. Our Investigator thought Ageas had declined Mr B's claim fairly on the evidence we had and that case was closed. I mention some facts of that case as its relevant here. But this decision is about Ageas' subsequent decision to decline the claim again only.

In May 2025, Mr B arranged for a dealership to look at his car and provided further information to Ageas to reconsider the claim. The dealership said the air filter in the car was wet to touch and the engine didn't start. So they thought water had been ingested into the engine. They explained there were water stain marks in the air box as the car had been left in the sun (and presumably dried out in that time) and they also mentioned the interior of the car was wet so they thought water had got into the car. The dealership later sent further information in June 2025 explaining there was a smell of damp in the car and there were faults with several parts of the car including the gearbox, parking brake, fuel module and crash safety module.

Ageas arranged for an engineer to inspect Mr B's car in May 2025 following the dealership's initial report. In summary, the engineer said they couldn't find any sign of water ingress and they didn't think the dealership had carried out a full diagnostic check. The engineer also highlighted there was no smell of damp or signs of mould which he'd expect if there had been water present since January 2025. So Ageas declined Mr B's claim again.

Unhappy with Ageas' decision to decline the claim again, Mr B asked our Service to look into things. Our Investigator upheld the complaint and directed Ageas to reconsider the claim and pay Mr B compensation as she was more persuaded by Mr B's report than Ageas'.

Ageas didn't accept our Investigator's opinion. It highlighted its engineers reports again and said it didn't consider there was any evidence of water ingress. As the complaint wasn't resolved at that stage, it was 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.

Based on everything I've seen in this case, I've decided to uphold it, broadly for the same reasons as our Investigator. I'll explain why.

Mr B has made a claim on his policy for damage. When a policyholder makes a claim on an insurance policy, the onus is on them to show an insured peril most likely occurred. It's then for the insurer to consider the claim and either accept it or, show on the balance of probabilities that it's excluded under the policy terms. I don't think Ageas has done that in this case.

Mr B's policy provides cover if his car is damaged. It's not in dispute in this case that Mr B's car was damaged. So I'm satisfied he's claiming for an insured peril. The terms allow Ageas to decline a claim where it's satisfied the car has broken down due to an electrical or mechanical fault. Under the section, *"What your policy doesn't cover"*, the policy booklet says:

"We won't pay for failures of your car's equipment, electrics or mechanics if they don't work – for example, if your sunroof, hood mechanism, bonnet or electric windows won't open or close."

When Mr B first notified Ageas of his loss, he explained the road was flooded and when trying to drive around it, he went through shallow water which caused damage to his car. I am satisfied his testimony throughout his claim has been consistent. I also note our Investigator found his testimony is corroborated by weather data from the time which shows there was a lot of rain in the area. So it's plausible that the road was flooded as Mr B says it was.

Ageas has provided two reports to support its position. In the first report which was dated February 2025, I can see the engineer has explained he was unable to carry out a full investigation of the car. For example, he wasn't able to look at the battery or the area it is housed in the car. The second report was dated June 2025 which is quite some time after the damage first occurred. Mr B has given us emails from the dealership explaining the cause of damage was water ingress and there was some water during one of the inspections and signs of water, for example, water stains and a smell of damp.

Whilst I appreciate Mr B's evidence provides conflicting information to Ageas' engineers' reports, I can see the dealership carried out a more in-depth inspection of the car and did so on more occasions than the engineer. I can also see the car was being held by the dealership and so they were more aware of the circumstances it was being held in. For example, they mentioned it had been sitting in the sun and so some of the water had dried out.

In any event, even if no water or sign of water was present in Mr B's car at the time Ageas inspected it, this doesn't make me think Ageas has fairly declined the claim. I say this because I haven't seen any evidence that it actually inspected the electrical fault with Mr B's car to determine what its cause was. Instead, the engineers just inspected whether the car showed signs of water or not. So I'm not satisfied in this case that Ageas has met its obligation to show the damage to Mr B's car was caused by something that's not covered by the policy. And I think it should reconsider the claim.

Mr B has spent money on his dealership inspecting and diagnosing the car. And I don't think he would've had to if Ageas fairly investigated and decided the claim. So I think Ageas should cover the cost of this. Mr B has also been inconvenienced by not having a car for a long time and having to pursue the complaint. I think it would be fair for Ageas to pay him £250 as compensation to make up for this.

Putting things right

To put things right in this case, I direct Ageas to:

- Reconsider the flood damage motor claim in line with the remaining terms and conditions.
- Reimburse Mr B's additional diagnostic costs upon evidence of what it cost and that he's paid them.
- Pay Mr B £250 compensation to recognise the trouble and upset he's been caused.

My final decision

For the reasons given, I uphold Mr B's complaint and direct Ageas Insurance Limited to put things right by doing what I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 October 2025.

Nadya Neve
Ombudsman