

## **The complaint**

Mr G and Ms S complain that Ageas Insurance Limited declined a claim they made on their buildings insurance policy.

As Mr G has primarily dealt with the matter, I'll refer to him on behalf of Ms S for simplicity.

## **What happened**

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Mr G noticed a leak in his garden. He got in touch with a drainage contractor, who I'll call A, to arrange for the drainage to be inspected. A recommended the septic tank and drainage field be replaced. Mr G got in touch with Ageas to make a claim.
- Ageas appointed its own drainage contractor, who I'll call B, to inspect the drainage. B did so and reported its findings to Ageas.
- Ageas declined the claim. The policy covers accidental damage to underground services, but Ageas didn't think there was evidence of such damage.
- Our investigator thought Ageas had acted fairly. Mr G disagreed. He said B hadn't fully investigated the matter, so Ageas had made a claim decision without a full understanding of the drainage system and any potential problems. He said he'd paid to have the system replaced.
- An agreement wasn't reached, so the complaint has been passed 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.

- When considering what's fair and reasonable in the circumstances I've taken into account relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the time. Whilst I've read and taken into account everything said by both parties, I'll only comment on the points I think are relevant when reaching a fair outcome to this dispute. That's a reflection of the informal nature of this Service.

### *What does the policy cover?*

- The policy covers 'accidental damage' to underground service pipes, drains, or tanks servicing the home. The phrase 'accidental damage' is defined in the policy to mean 'an unintentional and unexpected one off incident that causes damage to your building or contents'. The policy doesn't cover the cost of clearing blocked drains unless the blockage is caused by accidental damage to the fabric of the drains.

- In summary, for a claim to be successful, there must be damage which meets the policy definition of 'accidental damage'. Any other damage, or a blockage without such damage, is insufficient for a claim to be successful.
- The onus is on Mr G to show there's damage which meets the policy definition of 'accidental damage'. Though Ageas has taken steps to investigate the cause of damage and decide whether it's covered by the policy, the onus remains on Mr G.

*What is the damage and how was it caused?*

- A said it had inspected the septic tank and drainage field and found 'extensive root infestation' into both. It also said the tank was leaking 'due to the damage'. A didn't say what form the damage took or what caused it. Only that the damage was causing the tank to leak.
- One might infer that A thought the root infestation it mentioned had caused the damage – but A didn't say that. Even if I assumed that's what A meant, I'm not persuaded that would amount to 'accidental damage' as defined by the policy. Tree root growth may be unintentional and unexpected, but I'm not satisfied it would amount to a 'one off incident'.
- B said it emptied the tank and didn't find any damage. Without damage, there can be no 'accidental damage'.
- B noted there was an outlet pipe from the tank. There's been much discussion about where it led to. In summary, Mr G said it led to a secondary tank. Whereas B said it led to a drainage field and, whilst it accepted there was a secondary tank, it didn't think the pipe was connected to it. A didn't mention a secondary tank.
- B's CCTV survey found the pipe was holding water and the camera couldn't proceed. So it seems there was a blockage further into the pipe or beyond the pipe. This is broadly consistent with A's view that there was root infestation in the drainage field.
- Mr G said he had the system replaced. He hasn't provided any comments from the company who carried out the work. Similarly, he said he'd been in touch with other companies about the drainage, but he hasn't provided any comments from them.

*Is the damage covered by the policy?*

- The only evidence available to inform my decision is that which I've summarised above. Where the evidence before me is unclear or incomplete, I must make a decision based on what I consider is more likely than not in the circumstances.
- I think it's unlikely the primary tank suffered accidental damage. A described damage that doesn't amount to accidental damage. And B found no damage at all.
- I think it's likely there was a drainage field blocked by roots. Both A and B have mentioned a drainage field. A said it was blocked by roots. And B said the pipe leading to it was blocked, though it didn't give a cause of the blockage. Root blockage doesn't amount to accidental damage.
- Even if there wasn't a drainage field, and the outlet pipe led to the secondary tank, neither A nor B suggested the pipe was damaged in a way that amounted to

accidental damage. And neither said the secondary tank was relevant. Whilst I know Mr G disagrees with that, his position isn't supported by a professional.

- It may have given Mr G greater confidence in the outcome of the claim if B had investigated the matter further and looked into the cause of the blockage and a potential link to the secondary tank. But, given the professional opinions, I don't think it needed to do this. There wasn't a firm indication that further investigation would likely reveal damage covered by the policy. And, ultimately, the onus was on Mr G to show the damage met the policy definition of 'accidental damage' – rather than on Ageas to do the opposite and rule out all possibility of such damage.
- For these reasons, I'm satisfied Ageas acted fairly and was entitled to decline the claim based on the available evidence.
- Mr G is entitled to share any further professional opinion with Ageas if he wishes to pursue the matter. If he does, I would expect Ageas to consider the matter further.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Ms S to accept or reject my decision before 12 November 2025.

James Neville  
**Ombudsman**