

The complaint

Mr D complains that Ageas Insurance Limited (“Ageas”) unfairly declined a claim he made under his landlord insurance policy.

What happened

Mr D held a landlord insurance policy that covered a property he rents out. Mr D contacted Ageas to make that claim in January 2025 after he said his tenants told him about damage in the bathroom, including a hole that appeared in the bath. Ageas arranged for a surveyor to inspect and report on the damage. The surveyor’s report recorded a number of issues in the bathroom, including grout and sealant around the tiles deteriorating, the waste area eroding, and signs of mould and long-standing moisture damage. The report also recorded that the bath had been patched previously, and that the overall pattern of damage appeared to be due to a breakdown of materials rather than a sudden, one-off event. Ageas ultimately declined the claim and said they hadn’t identified an insured peril because the damage appeared to have developed gradually over a period of time.

Mr D raised a complaint to Ageas and said the particular damage he was claiming for was the hole in the bath, which he believed was caused by his tenants. He outlined that he believed it was accidental damage that ought to be covered under his policy. Mr D said that he paid for a contractor to replace the bath, and that Ageas should reimburse 50% of that cost. Ageas considered Mr D’s complaint but did not uphold it and maintained they had correctly declined to cover the damage. Mr D remained unhappy with Ageas’s response – so, he brought the complaint to this Service.

An Investigator looked at what happened but didn’t think Ageas needed to do anything further. She concluded that the surveyor’s report and photographs showed the bathroom was in generally poor condition with evidence of previous repairs, so she didn’t think there was persuasive evidence that demonstrated when the hole first appeared or what caused it. The Investigator said she was satisfied that Ageas’s conclusion that the damage was more likely due to wear and tear, which the policy excluded, was reasonable in the circumstances.

Mr D didn’t agree and asked for an Ombudsman to consider the complaint – so, it’s been 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.

Having done so, I’ve reached the same overall outcome as the Investigator, and I do not uphold this complaint. I appreciate this will be disappointing to Mr D – so, I’ve set out my reasoning below.

The policy terms say Ageas will cover “*Unexpected and unintended damage caused by something sudden and external.*” So, the key question for me to answer in this complaint is whether Ageas’s decision to decline the claim was fair and reasonable, based on whether

it's more likely than not the hole in the bath was part of a pattern of deterioration and failed repairs, rather than a sudden insured event. Having considered all the evidence, I'm satisfied their decision was fair.

It's not in dispute that there was a hole in the bath. Mr D told Ageas this was caused by his tenants, who he says must have done something to cause the bath to become punctured. Ageas don't accept that this is what's more likely to have happened given all the information they have, particularly following their surveyor's report and photographs. Within that report, it says:

"The damage has been ongoing for a long period of time, with the grout and sealant failing and the waste eroded away. All the damage is due to a breakdown of materials and stop the bath has been patched previously."

Ageas says that the photographs in the report show a bathroom that is in generally poor condition, and I think that is reasonable. Having considered the photos, and taken together with the surveyor's comments, I'm satisfied that Ageas's position, that the bathroom was deteriorating for some time with previous patch repairs having been carried out, was a reasonable conclusion to reach based on the available evidence. The surveyor did not identify a fresh impact point and instead described the bath as being patched previously and now showing material breakdown.

Ageas said that they did consider whether they could treat the hole as accidental damage to sanitaryware under the policy but concluded that the hole had been repaired some time ago and that that repair had now worn failed. So, Ageas concluded that the more likely explanation will set the existing repair had gradually broken down, rather than there had been a new one-off incident that the policy covers. Looking at the photographs, I think Ageas's conclusion was a reasonable one to reach.

Ageas also outlined that there had been a similar bathroom claim made by Mr D in 2024 that was closed after he hadn't provided further information they had asked for. Mr D also accepted that he'd carried out some necessary bathroom repairs himself previously. I want to make it clear that I do not place significant evidentiary weight on that earlier claim in isolation. But when viewed alongside the surveyor's comments around prior patch repairs and the overall poor condition of the bathroom, I think it shows a pattern of issues rather than a distinct new event.

Mr D's testimony is that the specific hole he claimed was only brought to his attention at the end of January 2025, and that he concluded his tenants must have caused it. While I have no reason to doubt that Mr D has reported things in good faith, there isn't any persuasive evidence that I've seen that demonstrates when this particular damage first occurred, or what actually caused it. The policy specifically excludes damage due to wear and tear. As such, I find that Ageas's conclusions that the overall damage was more likely than not to be long term and due to the breakdown of materials, with previously admitted repairs being completed, was reasonable and proportionate in the circumstances. That means I find their decline of the claim was fair.

Ultimately, Ageas arrange for an inspection, considered the resulting reports, and look specifically at whether the accidental damage extension in the policy could apply. They then explained why the policy didn't respond to the specific damage being claimed for. In those circumstances, I don't find that they acted unfairly or unreasonably in declining the claim, and I won't ask them to do anything further. I appreciate this isn't the answer Mr D was hoping for, but I trust my decision explains why I've reached the outcome that I have.

My final decision

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 January 2026.

Stephen Howard
Ombudsman