

## **The complaint**

Mrs D and Mr G complain about the way Ageas Insurance Limited has settled a claim they made on their home insurance policy.

Mrs D and Mr G have been represented in bringing the claim and complaint. But for ease, I've referred to all comments and actions as being those of Mrs D and Mr G.

## **What happened**

There was a leak in the kitchen of Mrs D and Mr G's property. They hired a loss assessor to prepare a claim to Ageas. Whilst only the kitchen tiles had been damaged by the leak, the loss assessor included the cost of replacing tiles in the utility and toilet, on the basis that they had the same tiles as in the kitchen and they ran continuously between those rooms.

Ageas accepted the claim for most of the costs, but it didn't agree to cover the cost of replacing the undamaged tiles in the utility and toilet. It said its policy terms excluded cover for 'matching' flooring. Unhappy with that response a complaint was made. Mrs D and Mr G said Ageas had misapplied their own terms, and that because there were no 'breaks' between rooms, the 'matching' flooring term didn't apply and instead the entire floor should be replaced. Ageas didn't agree to alter its position and so a complaint was referred to the Financial Ombudsman Service.

Once the complaint was referred here, Ageas ultimately offered to pay a 50% contribution for the undamaged tiles in the utility and toilet. Our Investigator was satisfied that was a fair offer. She said the policy terms set out that where there are breaks in the flooring, even just by doorways between rooms, Ageas won't pay for the matching flooring in other rooms.

Mrs D and Mr G disagreed with that outcome and maintained all of the flooring should be replaced. As the matter hasn't been resolved it has come 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'm not going to require Ageas to pay in full for the undamaged flooring in the utility room and toilet. I've explained why below.

Ageas considers the tiles in the undamaged rooms to be a matching set, Mrs D and Mr G disagree, they say it shouldn't be considered as a matching set but simply the same floor, since there are no floor breaks between the rooms. And as such, as part of the floor is damaged, it should all be replaced.

The policy terms state:

*"If you've got a matching carpet or other floor covering in more than one room or area of your home. And this is separated by a break, then we'll treat each room or area as separate. By break we mean something that was originally designed to separate a room, for instance carpet-dividing floor strips, doorways, archways and where the remains of previous partitions are still intruding into the room"*

I accept, as Mrs D and Mr G have stated, that there are no door plates separating the tiling in the rooms. However, from reading the term above Ageas also considered a doorway to act as a 'break'. And as there is a doorway into the utility room and the toilet, then under the terms I think there is a 'break' and as such the tiles in the undamaged rooms would be considered a 'matching set' and not a continuous floor. The terms go on to say that Ageas won't offer any cover for the undamaged matching sets, so under the terms, Ageas doesn't have to offer settlement to Mrs D and Mr G for the tiles in the utility room or toilet.

But this Service doesn't just apply policy terms, we look at whether it is fair and reasonable of a business to rely on a term. In the particular circumstances of this complaint, I don't think it's unreasonable that Ageas considers there to be a 'break' between rooms.

Sometimes this Service might decide that unless there is a physical break between the rooms, such as a floor plate, then the flooring should be considered to be 'continuous', even if a doorway is present. But here I bear in mind that the door to a toilet (which leads off from the utility room) would generally be shut, and so any visual loss of match of the tiles would be diminished by virtue of that door generally being closed. And similarly, I think it's likely that the utility door would likely generally remain closed, to separate items usually found in a utility room, from the living space in the kitchen. As such, I don't think it's unreasonable for Ageas to consider the doorways to be a 'break' in the flooring.

Referring back to Ageas' policy term then, if the flooring in the utility and toilet is considered to be a matching set, a strict application of the policy term would mean Ageas could reasonably pay nothing for these undamaged areas.

However, this Service does have a long-standing approach to 'matching sets', in that we'd usually expect an insurer to pay a contribution to any undamaged 'matching set' to compensate for a loss of match. But importantly, that is where the new flooring needed can't be matched to the original. So, in this case it would be that the tiles in the kitchen (which were damaged) couldn't be replaced with the same as Mrs D and Mr G had before, creating a loss of match between those in the kitchen, utility and toilet, where they were previously the same. And I can see in this case, Ageas has now agreed to pay a 50% contribution towards the undamaged flooring in the utility room and toilet.

At this stage though I'll note that in this case a cash settlement was sought from Mrs D and Mr G, and they haven't shown that the tiles they have in the kitchen and other areas couldn't be replaced with the same ones. Ageas, in making its offer of settlement has agreed to overlook the matter of proving a lack of match. As such, Ageas' position, of offering a 50% contribution even without evidence the tiles can't be replaced with the same, is fair and reasonable. Mrs D and Mr G have said that given this disagreement, reinstatement work is yet to start. As such, I'm not going to require Ageas to pay any interest amount onto the 50% contribution, as Mrs D and Mr G haven't carried out repairs and so haven't been unfairly without those funds.

### **My final decision**

My final decision is that I uphold this complaint, and I direct Ageas Insurance Limited pay a 50% contribution towards the undamaged tiles in the utility room and toilet.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr G to accept or reject my decision before 1 December 2025.

Michelle Henderson  
**Ombudsman**