

The complaint

D is a limited company. D complains that Ageas Insurance Limited unfairly declined a claim on a landlord insurance policy that was taken out for its benefit.

D is represented by its director, Mr M.

What happened

D owns the insured property, which is let to tenants. Mr M made a claim on D's behalf, for water damage following a period of heavy rainfall and flooding.

Ageas appointed a surveyor, who visited the property. Following the visit, Ageas declined the claim. The surveyor thought the damage had been caused gradually, rather than being consistent with a one-off insured event.

Mr M went on to refer a complaint to our service. Whilst the complaint was being considered by one of our investigators, Ageas reviewed its file and provided further comments from two individuals. I'll summarise their observations.

The first individual commented:

- Lounge and hallway floorboards and carpets – the photos don't show any damage to the carpets other than being dirty, and the surveyor didn't comment on the carpets having a bad smell. There's also no evidence of damage to the floorboards. The surveyor didn't record elevated moisture levels, and the tenants appear to have remained at the property.
- Lounge wall – the surveyor observed worn render on the external wall which could have allowed the floodwater to pass through. If so, the flood simply highlighted an existing maintenance issue. Alternatively, the damage is simply an existing damp issue.
- Storage room – the condition of the mortar, brickwork, and render is poor and clearly allowing water ingress. The internal damage is too high up the walls to relate to the flood. However, there's damage to the laminate flooring and the skirting which may have been caused by the flood.
- Conservatory – again, the internal damage is too high up to have been caused by the flood. There's no damage to the floor tiles. The surveyor concluded that the damage in the conservatory was due to dampness over an extended period.
- Porch – Mr M's quotes include retiling the porch floor and walls. The surveyor didn't observe damage to the porch floor and walls. It's plausible the floodwater breached the porch doorway, but you wouldn't expect floor tiles to come loose as a result. In any event, the walls in the porch aren't tiled, but laminate. The laminate appears damaged towards the bottom, which could be from floodwater.

- On balance, the claim for the laminate flooring and skirting boards in the storage room, and for the laminate on the porch walls, could be accepted.

The second individual commented:

- Based on the photos showing the depth of the floodwater outside of the property, it's plausible the floodwater entered the property via the front door, or through the external wall above the dampproof course, or potentially, up through the floor.
- The assumption (by the individual above) that the incident couldn't have caused the water damage to some of the walls based on the height of that damage and the amount of recorded rainfall was flawed, as rainwater may flow downhill and accumulate in lower lying areas.
- The surveyor identified various pre-existing issues, which are a consideration when calculating the claim settlement. Salts tests may be carried out where groundwater ingress or rising damp is suspected but in dispute.
- Whilst the surveyor found surface moisture levels to be at normal levels, it's plausible for surfaces to have dried naturally over the two months between the incident and the site inspection. However, the surveyor also noted that certain walls with surrounding pre-existing issues remained wet, which is a further consideration.

Our investigator upheld the complaint. He thought Ageas should reconsider the claim. He also thought Ageas should compensate D for the inconvenience it had suffered due to its claim being unfairly declined. He recommended £150.

Because Ageas hasn't responded to our investigator's findings and recommendations, the complaint has been passed to me for a final decision.

Mr M has since clarified that he has replaced the carpets for health and safety reasons, and the tenants have remained in the property throughout. However, the rest of the damage remains unrepaired.

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 outcome as our investigator, for much the same reasons. I'll explain why. But firstly, it's disappointing Ageas hasn't responded to our investigator's outcome, despite being chased.

It's not in dispute there was a flood. What's disputed is whether the damage at the property was caused by that insured event, or by non-insured maintenance related issues.

Based on the comments I've summarised above; Ageas now accepts some of the damage could be flood related and further tests could (or at least, could have been) carried out to determine whether there were pre-existing damp issues.

I haven't seen any photos showing the floodwater in the property, but I've seen photos of the floodwater outside the property and of the carpets. I don't agree the photos simply show the carpets to be dirty. They appear to show wet footprint marks. On balance, in view of those photos, I consider it likely that floodwater did enter the property. And damage to flooring, skirting, and walls is consistent with flooding.

However, I can't reasonably make a direction to settle the claim either in full, or in part, at this stage. This is because the repairs haven't been completed yet, the quotes may no longer be valid or reflect the damage (which may have since worsened), and carpets haven't been replaced like-for-like (they have been replaced with wooden flooring).

Furthermore, given the repairs haven't been completed yet, Ageas still has the opportunity to reassess the damage to try to determine what is and what isn't flood related. I agree with our investigator, that the surveyor's report – as presented to our service – isn't persuasive. The report lacks detail, photographs, and it's solely based on visual observations. Whilst the report highlights defects at the property, it doesn't explain how the defects caused the damage being claimed – or why the claimed damage isn't consistent with a flood. As accepted by Ageas, it's also possible normal moisture levels were found due to the passage of time between the flood and survey, and the report doesn't consider the possibility of floodwater entering above the dampproof course or through the floor.

So, I'm satisfied Ageas needs to reassess the damage and reconsider the claim. If Ageas doesn't consider some of the damage to be flood related, or that the proposed repairs are like-for-like, it can of course, settle the claim proportionality, *i.e.*, to reflect the pre-existing damage or any betterment produced by the proposed repairs.

However, due to the time that has passed, Ageas may now find it difficult to establish what damage is and isn't flood related. If so, given the delays have been caused by Ageas, it follows that, to treat D fairly, Ageas ought reasonably to give D the benefit of doubt. But ultimately, if Mr M is unhappy with the claim decision following the reassessment of the damage, he can raise a new complaint on D's behalf.

Our investigator recommended Ageas pay £150 compensation for the inconvenience D had suffered by the unfair claim decision and the subsequent delays. Mr M has accepted this recommendation on D's behalf, and I'm satisfied that award is fair.

My final decision

I uphold this complaint and direct Ageas Insurance Limited to:

- Reassess the damage and reconsider D's claim.
- Pay D £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask D to accept or reject my decision before 20 March 2026.

Vince Martin
Ombudsman