

## **The complaint**

Mrs G complains about Ageas Insurance Limited's decision to turn down her buildings insurance claim. She's also unhappy about the delays with her claim.

## **What happened**

Mrs G holds buildings insurance cover with Ageas. In September 2020 she made a claim and said there'd been a water leak from a bedroom radiator, and that this had caused damage to flooring, walls and tiles.

The claim didn't progress much for nearly three years. In June 2023, Ageas' loss adjusters carried out an inspection. Ageas then turned down the claim as it didn't think there was sufficient evidence to support a water leak had happened, and also said it had been prejudiced because of the delays. Unhappy with this, Mrs G brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. She thought Ageas' claims decision had been reasonable, and didn't think it was responsible for any delays with progressing the claim.

Mrs G didn't accept our investigator's findings and so the matter has been passed to me for a decision.

## **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.

The policy covers damage from certain events (known as 'insured perils'), including water leaks from a tank, pipes, drains or heating system.

Mrs G initially said she didn't want people in her home, and so she would obtain her own quotes for repairs. Though she didn't do so (apart from an estimate for a replacement carpet, which was less than the excess). Mrs G did provide Ageas with a photo of a damaged wall and carpet, though Ageas thought the wall had been damaged over some time.

Mrs G later told Ageas she had hired her own loss assessor to manage the claim, and he had estimated the repairs would cost around £40,000. Ageas requested a full report from her loss assessor, and explained it would then appoint its own loss adjuster to validate the claim. Given the costs involved here, that wasn't unreasonable. An insurer is entitled to be able to validate a claim. However, Ageas didn't receive any information from Mrs G's loss assessor, despite reminding her it was waiting for this.

Ageas then didn't hear from Mrs G for over a year. She explained she'd been in poor health and so hadn't been able to progress matters. As Mrs G still hadn't provided Ageas with a report from her loss assessor, it said it wanted to carry out its own inspection. Again, I think

that was reasonable. Ageas didn't have sufficient evidence at this point to show that an insured peril had occurred.

Ageas' loss adjusters made several appointments over the following months to carry out an inspection, but Mrs G cancelled them all.

At that point, Ageas advised Mrs G that the claim would be closed unless it could carry out an inspection. I think that was reasonable. Over two years had passed since the claim had been made, and Mrs G hadn't provided evidence to support the claim was payable and hadn't allowed Ageas access to her home to carry out its own inspection.

Mrs G was unhappy about Ageas' decision to close the claim, and therefore allowed Ageas' loss adjusters to visit the property in June 2023.

In respect of the delays, I recognise that Mrs G has health conditions, and there were periods where she wasn't allowing anyone to enter her home because of the Covid-19 pandemic. However, she told Ageas in 2021 that she was allowing people back into her home at that point. Ageas could have assessed the claim at that point, but Mrs G told Ageas that she had appointed a loss assessor to deal with the claim on her behalf and would send it his report.

I also note that Ageas' loss adjuster had offered to meet with a family member or friend at the property (given Mrs G's health problems), but Mrs G couldn't arrange this. Though I'm not sure why this couldn't be arranged, given that other adults lived at the property. Overall, whilst I think Ageas could have contacted Mrs G more often to see if she still wanted to continue with the claim, I don't find that Ageas was responsible for the delays.

I've therefore considered the available evidence to decide if Ageas' decision to turn down the claim itself was reasonable.

I've read Ageas' loss adjuster report. I understand the inspection was carried out by a chartered surveyor. He said that Mrs G wouldn't allow him to access the bedroom where the leak had apparently originated, and she said she had thrown out the radiator. He carried out an inspection of the kitchen, which was below the bedroom, but found no evidence of historic water damage to the ceiling. There was staining within the kitchen, but he thought this was due to condensation (and it was on the opposite side of the kitchen to where the leak had apparently happened). The surveyor did note that the kitchen sink and base unit had collapsed, but thought this was due to the failure of seals around the sink rather than a water leak.

Mrs G told the surveyor that three weeks after the radiator leak, water had come through the living room ceiling. The surveyor noted there was a crack to the plasterboard ceiling in the living room and some staining. He thought this would suggest there had been an escape of water at some point. However, he didn't think this was related to the radiator leak, given the distance between this and where the radiator was apparently located. He also noted there was mould growth on the living room walls, which he thought was a condensation issue.

I've also looked at the photo of the wall that Mrs G sent Ageas shortly after making the claim. This appears to show significant mould growth above a radiator. I assume this was in the bedroom that Mrs G wouldn't allow to be inspected. I think it was reasonable for Ageas to say this damage appears to have happened over a long time. It's also not clear to me why there would be significant mould *above* the radiator, when the water was apparently escaping to the rooms below and was fixed within a few days.

Overall, I'm satisfied that Ageas' decision to turn down the claim was reasonable. Mrs G hasn't provided sufficient evidence to show that an insured peril occurred, and Ageas' loss adjusters found no evidence of historic water damage. I agree with Ageas that the delays caused by Mrs G (and her decision to throw out the defective radiator) likely prejudiced its position as it can't now establish if a leak happened.

Mrs G had some concerns about Ageas' loss adjuster who visited her property, and said he was very rude and came across as judgemental. Ageas raised this with the loss adjusters as I'd expect, and they disputed Mrs G's allegations. I don't have sufficient evidence here to conclude that the loss adjuster was rude.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 28 December 2023.

Chantelle Hurn-Ryan  
**Ombudsman**