

## **The complaint**

Mrs G is unhappy that Ageas Insurance Limited (Ageas) declined part of her claim under her home insurance policy.

## **What happened**

In August 2022 Mrs G made a claim on the buildings section of her home insurance policy following an accidental fire in her oven. Ageas sent an engineer to inspect the damage. It accepted that the oven was beyond economic repair and offered a cash settlement.

Mrs G said that the hob ignition was also damaged, but Ageas didn't think this was due to the fire and declined the claim for the hob. It said its engineer hadn't seen any fire damage to the hob and any failure of the hob ignition was more likely due to wear and tear which wasn't covered under the policy.

Mrs G obtained her own report from a gas engineer who said that there was an electrical fault. He later clarified this to say that the electrical fault was caused by the fire in the oven.

Ageas arranged for a second visit from its engineer. The engineer confirmed that the hob was not fire damaged and that the issue was one of wear and tear.

Mrs G complained to Ageas. Ageas said that its engineer found no evidence of fire damage and that any damage was due to wear and tear. It referred to its terms and conditions which said that damage from wear and tear was not covered under the policy.

Mrs G brought her complaint to this service. Our investigator didn't think there was enough evidence to say that the damage to the hob was caused by the fire and didn't think that Ageas had acted unreasonably when it declined the claim. Mrs G didn't agree and added that Ageas's engineer didn't properly inspect the damage to the hob or the burnt out wiring which had been documented by her engineer. Our investigator reconsidered the issues but didn't change her mind, and Mrs G asked for an ombudsman's 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.

I know this will come as a huge disappointment to Mrs G, but I'm not upholding her complaint and I'll explain why.

This case involves a disagreement between the parties about what caused a fault in Mrs G's gas hob and whether it's covered under the terms of her policy. When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. In this case, the accidental fire in the oven. If they are able to do this, it's then up to the insurer to either accept the claim or show that an exclusion or condition applies. I've therefore started by considering the reports and photos from both Ageas's engineer and Mrs G's engineer to see the likely cause of the damage to the hob.

I can see from the photos that the oven is a single built in oven and that the hob is a separate gas hob. Ageas's engineer said the two units work entirely independently of each other and looking at the photos, they do appear to be separate units. The hob sits in a worktop and the oven is located underneath. The engineer describes the oven as having a burnt door seal and smoke damage and this can be seen in the photos. The engineer found no fire damage to the hob – and I couldn't see any visible damage in the photos. As a result, the engineer concluded that any damage to the hob was more likely due to wear and tear. This is not covered under the policy.

Mrs G's engineer said that he inspected the gas hob and oven and that there was an electrical fault. However, he didn't mention the fire, describe what he saw or what the electrical fault was – or what may have caused it.

Mrs G went back to her engineer, and he clarified that the electrical fault occurred due to the fire in the oven. However, he still gave no other detail and didn't explain how the electrical fault in the hob may have been caused by the fire – particularly as the oven and hob are two separate units. Mrs G says that her engineer found burnt out wiring and that this is fully documented - but there is no mention of this in his report and no photos evidencing it.

Mrs G says the hob stopped working at the same time as the oven, and I appreciate that this might indicate a problem caused by the fire. However, I'm satisfied that Ageas investigated this and that there was no visible fire damage. Its engineer said that any fault in the hob wasn't attributable to the fire as the hob was a separate unit and showed no signs of fire damage. Mrs G suggests that Ageas didn't examine the hob at all, but a second engineer was sent out specifically to do this, and they've stated that they found no fire damage.

I've considered carefully Mrs G's engineer's report that the damage was caused by the fire, but I'm not persuaded by this as it provides no detail or explanation. With no visible signs of fire damage to the hob, and no explanation of the electrical fault, I don't think there's enough to say that the fire was the cause. As there was no insured peril, I don't think it was unreasonable for Ageas to decline the claim.

I understand Mrs G's frustration with this situation, but on balance I don't think Ageas has unfairly declined the claim for damage to the hob.

### **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 25 October 2023.

Elizabeth Middleton  
**Ombudsman**