

## **The complaint**

This complaint is about a home insurance policy provided by Ageas Insurance Limited ("Ageas"), held by the late Mr H and updated by the executors of the estate when circumstances changed.

Mr and Mrs K (joint executors) have brought the complaint on behalf of Mr H's estate. Mr and Mrs K felt a claim for damage caused by escape of water was unfairly declined.

## **What happened**

Mrs K informed Ageas that her father had unfortunately passed away. The policy needed to be updated to reflect that the property was now unoccupied. Ageas applied some endorsements to the policy and informed Mrs K of the changes it had made.

A few months later, when Mrs K visited the property she found a leak had caused extensive damage to the property, which was found to be stemming from an issue with the water tank in the loft.

When Mrs K made a claim against the policy for the damage caused, Ageas wouldn't cover the claim due to the impact of one of the endorsements that was added to the policy. It said as the property was unoccupied, damage caused by leaks and any accidental damage was excluded from the policy.

Mrs K felt Ageas didn't talk to her thoroughly to ascertain which insurance policy was right for the estate in the new circumstances. Mrs K didn't think Ageas were clear about the endorsements that would apply, so she would like the claim settled in full.

Our investigator decided not to uphold the complaint. He thought Mrs K should reasonably have known about the updated terms and conditions from the communications shared by Ageas. He thought Ageas had declined the claim fairly in line with the new terms and conditions. Mr and Mrs K disagreed, so the case has been referred to an ombudsman.

## **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 reviewed the evidence, I don't think it would be fair for me to uphold this complaint as I don't think Ageas has done anything wrong. Whilst I appreciate this will be disappointing to Mr and Mrs K, I'll explain why I've reached this conclusion.

Mrs K has indicated she wasn't aware of the impact of the endorsements when the updates to her policy was made. Our service thinks its good practice to communicate any significant changes to a policy in writing. I can see Ageas did this in a letter that was sent to Mrs K's home address. The letter is clear that if the property is left unoccupied, then the policy wouldn't cover all claims – it explicitly set out claims for escape of water and accidental damage wouldn't be covered.

I think Ageas has reasonably communicated the changes of the policy to Mrs K. However, Mrs K felt Ageas should've done more in understanding her requirements and providing advice in respect to maintenance of the property.

I can't see any evidence that Ageas provided any advice in providing the policy. Ageas simply updated the terms and conditions of the policy based upon the new information that Mrs K provided. It also communicated the impact of the change to Mrs K. I wouldn't have expected Ageas to do more when an update is made to a policy.

I have listened to the call when Mrs K made the change to the policy and at no point did it seem Mrs K was asking for advice or Ageas was providing it. It was simply updating the policy in accordance with how the policy said changes would be administered. There is no evidence to suggest Ageas misled Mrs K.

I don't think the endorsement applied was unreasonable. With the house been unoccupied, the risk would've increased for Ageas and as a commercial entity it has the right to choose what risks it accepts to insure in exchange for a premium paid.

If Mrs K didn't understand the endorsements that were communicated to her, then she could've queried this with Ageas. If she didn't think the cover provided her with the protection she needed, then I think she could've pursued alternative cover with Ageas or another insurer. However, I don't think Ageas was ever made aware Mrs K may want more extensive cover. If it did, I have no reason to believe it wouldn't have tried to help her.

So, as I don't think Ageas has done anything wrong and I think it has declined the claim in line with the terms and conditions of the policy, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Ageas Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mr H to accept or reject my decision before 31 August 2023.

Pete Averill  
**Ombudsman**