

## **The complaint**

Mr and Mrs R complain about Ageas Insurance Limited's decision to turn down their buildings insurance claim.

## **What happened**

Mr and Mrs R hold buildings insurance cover with Ageas. They made a claim after a pipe leaked that was their responsibility (though it was on their neighbour's land).

Ageas turned down the claim. It thought the pipe had leaked because it was in poor condition due to wear and tear. Unhappy with this, Mr and Mrs R brought a complaint to this Service.

Our investigator didn't recommend the complaint be upheld. She thought Ageas' decision to turn down the claim had been reasonable.

Mr and Mrs R 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 says:

*'We'll pay claims for the cost of repairing the fabric of cables, underground pipes, drains and tanks serving your home, if they're accidentally broken.'*

The policy also says that Ageas doesn't pay claims for wear and tear.

I've read an email written by the water company that attended the leak. They said the leak occurred due to the freezing conditions. And that due to the condition of the pipework, they would advise for the service to be renewed to prevent further problems.

I've also read Ageas' agent's report. This said the steel pipework was found to be in poor condition due to age related wear and tear. It was noted a section of the pipe was exposed as the ground above it had washed away. So they exposed another area of pipe which confirmed that the pipe was no longer for purpose.

Mr and Mrs R say the pipe wasn't exposed, and that this only happened when the water leak washed away the soil.

Two inspections have been carried out, though the evidence from the water company is particularly brief. On balance, I think it was reasonable for Ageas to rely on its agent's opinion to turn down the claim. The water company attended to see if there was a leak and of course wasn't considering the matter from an insurance perspective. Given that the pipe

was found to be in such poor condition, it seems likely that the freezing conditions simply highlighted that there was wear and tear to the pipe.

I'm therefore satisfied it was reasonable for Ageas to turn down the claim.

### **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 Mr and Mrs R to accept or reject my decision before 16 January 2024.

Chantelle Hurn-Ryan  
**Ombudsman**