

## **The complaint**

Mr H complains that Ageas Insurance Limited declined his claim for accidental damage that occurred when a relative was jet washing his property.

## **What happened**

Mr H held a buildings insurance policy with Ageas.

In April 2023 Mr H made a claim for damage to the render on the outside of his house following it being jet washed.

Ageas appointed a surveyor to go out and assess the damage, which they did on 25 April 2023.

When Ageas received their surveyors report, they declined the claim, saying that a policy exclusion applied as the damage was caused during cleaning and maintenance.

Mr H complained through his broker that the surveyor attended the wrong address, there was delays in providing updates, and he didn't agree with the reason for the claim decline.

Ageas responded to the complaint in July 2023. They apologised for attending the incorrect address and the delay but noted that they had attended the right address the same day. They reviewed the reasons for the decline but didn't change the decision.

Mr H was unhappy with this and brought his complaint to us.

One of our investigators has looked into Mr H's complaint, and she thought that Ageas had acted fairly in declining the claim as although there was accidental damage cover, they had correctly applied a policy exclusion.

Mr H didn't agree with this, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I've looked at all of Ageas claim notes, the surveyor's report and taken into account the testimony of Mr H and I'm minded to uphold this complaint. I will explain why.*

*I have to consider whether in dealing with the claim, Ageas have acted in line with the terms and conditions of the policy and have done so fairly.*

## **The claim decline**

*Ageas have said that although Mr H has cover for accidental damage to buildings, the damage that was caused by the jet washing is excluded under the exclusions to accidental damage on p20 of the policy:*

*"What is not covered*

d) for damage while the **home** is being altered, repaired, externally professionally cleaned, maintained or extended”

Mr H says that this exclusion doesn't apply because it was a relative who was jet washing the rendering and so it wasn't being “professionally cleaned”.

I accept that the rendering was being cleaned by a relative – and so have Ageas, so I'm satisfied that the “externally professionally cleaned” part of the exclusion doesn't apply. However, Ageas have also said that the jet washing would still be excluded under this term as it is “maintenance” of the property.

I've thought about this and about whether it's fair to include cleaning the exterior of property as “maintenance”. I don't think it is for two reasons:

Firstly, there is specific provision in the policy for “externally professionally cleaned”, which would seem to suggest that only professional cleaning is excluded – otherwise the term would exclude just “cleaning”. This would be consistent with a policyholders ability to make a claim through a cleaning contractors insurance for any damage caused during professional cleaning. To exclude all accidental damage that could occur whilst a policyholder is externally cleaning is a very wide exclusion and I think that if the intention was to exclude all cleaning, I would expect “cleaning” itself to be listed along with altered, repaired, maintained and extended - as it could cover such a wide spectrum of situations.

Secondly, as maintenance isn't defined in the policy I have turned to the dictionaries for clarity. Maintenance is defined as “the act of keeping something in good condition by checking it regularly and repairing it when necessary”. And I think this is right, as maintenance is about the prevention of deterioration, and preservation of the condition of a building. Cleaning the exterior may be important to keep it looking nice, but I don't think that all cleaning is essential to keeping the building in good condition and preventing disrepair. And so I don't think it is fair to exclude cleaning as maintenance.

I can see that in their claim notes Ageas have also referred to two other possible exclusions applying.

One is wear and tear and the other is poor workmanship.

The exclusion for wear and tear at p15 says:

“k) **We** will not pay for any loss or damage caused by wear and tear or any other gradual operating cause”

I don't think that this can apply as Ageas have accepted that the damage was caused by the jet washing - and the evidence shows that extensive building work was only recently completed on the property, including new render on the exterior – so it isn't reasonable to suggest that the damage was only possible because the render was already deteriorating.

The faulty workmanship exclusion says:

“l. Faulty Workmanship Exclusion

**We** will not pay for any loss or damage arising from faulty design, specification, workmanship or materials.”

*Ageas have said that the render is a rough style rather than smooth and when it was cleaned, this allowed water to get into the render and lift it. However, I haven't seen any evidence in the surveyors report that they examined the render in any detail, nor suggested that it was defective in it's design or workmanship – so I don't think that without further and more detailed evidence it would be fair to apply this exclusion. Ageas may well decide to get further reports on this issue.*

### **Service issues**

*Mr H has complained that the surveyors attended the address he was living at rather than the insured address. I can see that this error was made, but that the surveyors went to the insured address and completed their survey the same day. Ageas apologised to Mr H for this, but I don't think there was any inconvenience caused here.*

*In terms of the delay, the claim was made on 13 April and the surveyor attended on 25 April. A decision was issued on 18 May to decline the claim.*

*It will always take some time for an insurer to arrange for the survey and make enquiries, and they may need to refer it to the underwriter for advice. So, I don't think there are unreasonable delays here. I also note that as the damage was minimal and on the exterior of the property, the delay hasn't caused any detriment to Mr H.*

### **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.

Mr H hasn't responded but Ageas have. They have advised that they have already appointed a contractor to attend and inspect the damage and provide a further report on the condition and cause of the damage in line with the findings of my provisional decision. Following the outcome of that report, if the claim is declined for reasons other than professional cleaning or wear and tear, Mr H will have a further opportunity to dispute this through the complaints process.

### **Putting things right**

As I'm not satisfied that Ageas have demonstrated that the exclusions for professional cleaning and wear and tear are applicable, I intend to direct that Ageas continues to process the claim in line with the remaining terms and conditions of the policy.

### **My final decision**

My provisional decision is that I intend to uphold Mr H's complaint about Ageas insurance limited and direct them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 May 2024.

Joanne Ward  
**Ombudsman**