

The complaint

Mr and Mrs H are unhappy that Ageas Insurance Limited declined a claim on their home insurance policy.

Mrs H is a joint policyholder. I'll mainly refer to Mr H as he referred the complaint to us.

This complaint also involves the actions of agents for whom Ageas is responsible. Any reference to Ageas includes its agents.

What happened

This dispute is well known to the parties so I won't comment in detail here. But for brief context in keeping with the informal nature of our service:

- Mr H says his garage and its contents were damaged by water ingress after a period of heavy rain. He made a claim to Ageas. He told Ageas that rather than claiming for the damage, he was intending to install a French drain to prevent it from happening again. He wanted Ageas to pay for this.
- Ageas said it would consider any damage caused by an insured event, but it wouldn't pay for any preventative works or betterment. It said if Mr H wanted to claim for damage to his garage, it would need to send a surveyor.
- Mr H went on to complete the preventative works and Ageas sent a surveyor. The surveyor's opinion was that the topography of Mr H's land meant that surface water could percolate through the ground. They thought the damage more likely happened gradually which they said wasn't covered.
- Mr H complained to Ageas. He said if Ageas wasn't going to pay for the works, he wanted it to pay for the water damage. Ageas considered the complaint but didn't change its stance. It didn't think the damage had been caused by an insured event.
- Mr H didn't think this was fair, so he referred the matter to the Financial Ombudsman. Our investigator looked into the complaint but didn't think it should be upheld. He agreed with Ageas that the damage hadn't been caused by an insured event.
- Mr H didn't agree. He said there had been an insured event and his claim had been accepted, so Ageas couldn't decline it.

Because Mr H didn't agree, the matter has been passed to me to make a final 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've only summarised the background of the complaint and I mean no discourtesy by this. I've read everything Mr H and Ageas have provided. Having done so, I'm not upholding the

complaint for broadly the same reasons as our investigator. I know this will be disappointing for Mr H and I'm sorry about that. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

The relevant rules and industry guidelines say Ageas has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mr H wanted Ageas to cover the cost of preventative works to protect his garage. I have sympathy for why Mr H wanted this; he wanted a permanent solution. But I don't think Ageas acted unreasonably by declining to pay. Ageas told Mr H that the work isn't covered, and having reviewed Mr H's policy terms, I think this was right. So, I won't be telling Ageas to cover the cost of the preventive works.

Mr H then wanted Ageas to cover the cost of any damage. Ageas declined because it didn't think the damage had been caused by an insured event. It also relied on the opinion of its loss adjuster to conclude that the damage had more likely happened gradually. I'm more persuaded by what Ageas has said and the evidence it has provided. I'll explain why.

Mr H has said water entered his garage during heavy rain. Mr H told Ageas about this in January 2023. The report from Ageas's loss adjuster supports that this was Mr H's belief, saying:

"Our enquiries via your policyholder ([Mr H]) have established that during the heavy rains and floods in the area, in January 2023, the insured garage got very wet, and the policyholder did not immediately establish this for approximately two weeks."

Mr H's policy covers damage caused by heavy rain in the form of a storm. The policy defines a storm as:

"A period of violent weather defined as:
Wind speeds with gusts of at least 48 knots (55mph) or torrential rainfall at a rate of at least 25mm per hour..."

For me to tell Ageas to accept the claim under this part of the policy, I would need to be satisfied that there were storm conditions meeting the above definition on or around the date of loss.

Ageas' loss adjuster has provided weather records from December through to early January. These show that the rainfall did not meet the required amount. Neither did the wind speed. I've reviewed separate weather records for December and January and I found the same. Hourly rainfall was no more than 6-7mm per hour, which wasn't enough to meet the above definition and to be considered a storm. So, I think Ageas fairly declined to cover the claim under the storm peril.

I've looked at other insured perils that might give rise to cover and I haven't found any. Mr H's policy covers damage caused by flood, which is defined as:

"Overflowing or movement of a body of water (volumes, weight or force of which are substantial and exceptional beyond normal limits) which enters a property rapidly from an external source from outside the Buildings and which enters at the ground floor or below."

I haven't seen any evidence to show that water entered the garage rapidly or that there was overflowing or movement of a nearby body of water.

Mr H's policy also covers accidental damage which is defined as:

“Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.”

I haven't seen evidence to show that damage was caused suddenly. And it's well established that the garage had ongoing problems with water ingress, which Mr H was trying to prevent. So, I don't think the damage was entirely unforeseen.

But, even if that's not the case, Ageas' loss adjuster found that the damage more likely happened gradually. I appreciate Mr H disagrees with this. But I haven't been provided with any expert opinion that offers another point of view. So, I think it was fair for Ageas to rely on the opinion of its loss adjuster. Mr H's policy excludes accidental damage caused gradually, so it wouldn't be fair for me to tell Ageas to pay the claim under this section of cover.

Mr H has said Ageas accepted the claim, so it can't go back. He says this happened verbally during a site visit. The loss adjuster's report doesn't support this and I haven't seen any other evidence to show that Ageas accepted the claim. I've noted that Mr H made a successful claim in mid-2022 for water ingress to his house and conservatory. Ageas has provided the scope of works and comments from its loss adjuster in relation to this – none of which suggests that Ageas accepted to pay for damage to Mr H's garage at that time.

Overall, I think it was reasonable for Ageas to conclude that an insured event did not take place in relation to Mr H's claim in January 2023. So, I don't think it would be fair for me to tell Ageas to pay for the preventative works or to repair any damage. If Mr H believes that damage has been caused by an insured event that occurred at another time (or since) he would need to raise this with Ageas.

I know this isn't the outcome Mr H was hoping for. But I don't think Ageas has acted unfairly or declined the claim unreasonably, so I don't require Ageas to do anything further.

My final decision

For the reasons I've given above, I've decided not to uphold Mr and Mrs H's complaint about Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs H to accept or reject my decision before 13 January 2025.

Chris Woolaway

Ombudsman